

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of, in the year
Two Thousand Twenty _____ (20____)

BETWEEN

- (1) **SRI PABITRA RANJAN DAS**, Son of late Madhablal Das,
- (2) **SRI HARENDRA CHANDRA DAS**, Son of late Madhablal Das
- (3) **SMT. SUNITI DUTTA**, Wife of Sri Nikhil Kumar Dutta
- (4) **SMT. MANJU KUNDU**, Wife of Late Ranjit Kundu,
- (5) **SMT. BANI DUTTA**, Wife of Sri Tapan Dutta
- (6) **SMT. MANI PAL**, Wife of Sukhmoy Pal,
- (7) **SMT. MAMTA MULLICK**, Wife of Sukumar Mullick
- (8) **SRI CHITRANJAN DAS**, Son of late Madhablal Das,
- (9) **SMT. BABLI DAS**, Wife of Late Rajendra Chandra Das
- (10) **SRI DIPTANU DAS**, Son of Late Rajendra Chandra Das (**PAN-BMZPD6723P**)
by faith Hindu, by occupation service and Residing at – 37H, Upendra Biswas Sarani,
Kamarpara Jadavpur, District South 24 Parganas, Pin Code – 700032,
hereinafter called the **“LANDOWNERS / OWNERS / EXECUTANTS /
PRINCIPALS”** (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) of the **FIRST
PART.**

AND

P N ENTERPRISES PAN – AAPFP0320H, a partnership firm having its corporate
office at 143/65, Picnic Garden Road Tiljola, Kolkata-700039 by its **Partner**
(authorized signatory) **Sri Bhaskar Nandi** (PAN – ANEPN9746P) authorized
vide board resolution hereinafter referred to as the **“DEVELOPER /
BUILDER / DEVELOPER / ATTORNEY”** (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) of the
SECOND PART.

AND

(1) [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]

(2) *[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]

(3) *[If the Allottee is an Individual]*

_____ (PAN No. _____, Aadhaar No. _____) son of _____, by occupation _____, by religion _____, citizen of India, residing at _____, Post Office _____, District _____, PIN _____, hereinafter jointly called "**PURCHASE / BUYER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, executors, administrators, legal representative and permitted assigns) of the **THIRD PART** –

The term "**Purchaser / Buyer**" shall mean and include:

If he/she is an individual, then the heirs, successors, executors, administrators, legal representative, and assigns of such individual.

If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from me to me and their representative heirs, successors, executors, administrators, legal representative and assigns.

If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.

If it be a Partnership Firm, then the partners of such partnership firm 3 from me to me and their representative heirs, successors, executors, administrators, legal representative and assigns.

If it be a Trust, then Trustees of such Trust from me to me and their representative successors-in-office and assigns.

The **Owner / Seller**, the **Developer / Promoter**, and the **Purchaser / Buyer** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**". The Owners and the Developer are hereinafter collectively referred to as "**the Vendors**".

AND WHEREAS the said Landowners have agreed to the proposal of the said Developer P N Enterprise, for development of the SCHEDULE A mentioned property by constructing proposed malty -storied residential Apartments per the sanctioned plan of the Kolkata Municipal Corpora on.

AND WHEREAS the said Landowners and the Developer P N Enterprise

have mutually agreed to develop the SCHEDULE A mentioned property under certain terms and conditions concerning the project, and finally entering into this Development Agreement, recording the said terms and conditions and on in writing, such as to avoid future complications, if any.

AND WHEREAS the Landowners will give a Registered Development Power of Attorney to the Developer P N Enterprises, hereinafter execution and registration of this agreement.

AND WHEREAS the Developer, after giving possession of the Landowners' Allocation, is fully entitled to sell the Developer's allocated portion, and accordingly, the Developer gave publicity for the sale of those Residential flats, commercial space, Car Parking Spaces/ Garages, Shops and Units as an apartment on an ownership basis from the **Developer's allocation.**

AND WHEREAS the **PURCHASER/S** being desirous to purchase one _____ **Flat No - _____**, on the _____ (**_____**) **Floor**, _____ **Side facing, Measuring a Carpet Area about _____** **Sq. Ft., Super-Built-Up Area about _____ Sq.Ft. (Covered area _____ Sq.Ft.)** at _____ appertaining to J.L. No.-16, R.S.Dag No.188, L.R.Khatian No.-63, Holding No.-2123, Chak Garia road under Kolkata Municipal Corporation, P.S.-Panchasayar, Ward No.-109, BR-XII, District-South 24 Parganas, West Bengal, on the said Residential G+III Storied building named including the undivided impartible proportionate share or interest over the Land, as per the specification mentioned in the **SCHEDULE "B"** below together with undivided proportionate variable share, right title and interest in the land directly underneath of the said building, more fully described in the **SCHEDULE "A"** hereinabove and being a part thereof, with all facilities, amenities and benefits of all common services, common parts, common areas and facilities including top most roof, stair from ground floor to top floor and lift along with the right to use of the common entrance through Municipal Road for ingress and egress together with all easement & quasi-easement right and right to use all civil amenities and facilities, entered into an agreement for sale with the vendor & developer at a consideration of **Rs. _____/- for Flat and Rs. _____/- for Garage totaling Rs. _____/- (Rupees _____) only** lying and situated at the plot of land mentioned in the **SCHEDULE - "A"** here under written. For the sake of brevity, the **Flat & Garage** to be conveyed herein after referred to as the **"SAID FLAT"** which is fully described in the **SCHEDULE "B"** herein below and depicted in the Map annexed with this Deed of Conveyance.

AND WHEREAS according to the said agreement for sale executed by and between the **Vendors** & the **Purchaser/s** herein, now ready to deliver the possession of the said Flat simultaneously with the execution of this present.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs. _____/- (**Rupees** _____) **only** paid by the **Purchaser/s** to the **Developer** towards the total consideration price of the said _____ **Flat No – _____, on the _____ (_____) Floor,** _____ **Side facing, Measuring a Carpet Area about _____ Sq. Ft., Super-Built-Up Area about _____ Sq.Ft. (Covered area _____ Sq.Ft.) Parking Space/Garage (if any) Being No. _____,** _____, **on the Ground Floor, Measuring an area about _____ Sq.Ft. at _____** appertaining to J.L. No.-16, R.S.Dag No.188, L.R.Khatian No.-63, Holding No.-2123, Chak Garia road under Kolkata Municipal Corporation, P.S.-Panchasayar, Ward No.-109, BR-XII, District-South 24 Parganas, West Bengal, on the said Residential G+ III-storied building named hereinafter referred to as the “**SAID FLAT**” (which amount the Constituted Attorney of **Vendors** as well as **Developer** do hereby admit and acknowledge to have received) on and from the payment of the same the **Vendors** do hereby forever release, discharge and acquit the said **Flat** and the properties appurtenant thereto and the **Vendors** do hereby sell, grant, convey, transfer, assign and assure the said **Flat** unto the Purchaser. The super built up area of the said **Flat** together with undivided proportionate share of the said land and right to use all common facilities, amenities and common areas of the said building and the properties appurtenant thereto more fully and particularly described in the **Schedule ‘B’** hereunder written AND the reversion or reversions, remainder or remainders and the rents, issues and profits of land in connection with the said **Flat** AND ALL the Ownership right, title, interest, property claim and demand whatsoever of the **Vendors** unto or upon the said **Flat** and all other Ownership right and properties and/or intended so to be and every part or parts thereof respectively together with their and every of their respective rights, liberties and appurtenances whatsoever to and unto the **Purchaser/s** absolutely and forever free from all encumbrances, trusts, liens and attachments whatsoever **AND TOGETHER WITH** the easement or quasi-easement and other stipulations and provisions in connection with the beneficial use and enjoyment of the said **Flat** AND ALSO right to use the

common portions in common with other Owners and or otherwise **TO HAVE AND TO HOLD** as undivided proportionate share or interest in the said total land and premises in the ratio of the proportionate share of said land hereby granted, conveyed, transferred assigned and assured and every part thereof unto the **Purchaser/s** absolutely and forever.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS: -

- a) The interest which the **Vendors** do hereby profess to transfer subsists and that the **Vendors** have full, right, power and absolute authority to grant, convey, transfer, assign and assure the said **Flat** unto the **Purchaser/s** with undivided proportionate share, of the said land and the properties appurtenant thereto in the manner aforesaid.
- b) It shall be lawful for the **Purchaser/s** from time to and at all times hereinafter to enter into and upon hold and enjoy the said **Flat** as absolute Owner thereof and the properties appurtenant thereto and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the **Vendors** or any person/persons claiming through under or in trust from the **Vendors** and the said **Flat** free from all encumbrances, trust, liens and attachments.
- c) The **Vendors** shall from time to time and at all times hereinafter upon every reasonable request and at the cost of the **Purchaser/s** make do acknowledge, execute and perform all such further and/ or other lawful and reasonable act, deeds, matters and things whatsoever for further betterment or more perfectly assuring the said **Flat** and the properties appurtenant thereto unto the **Purchaser/s** in the manner aforesaid.
- d) That the virtue of this Deed of Conveyance the **Purchaser/s** became the absolute owners of the said **Flat** (mentioned in **Schedule 'B'** herein below) with the all right, title, interest, benefit thereto with absolute right to sell, lease, gift, mortgage or any other transfer of the said **Flat** to any third party without any interference of the Land Owners, **Developer** or any flat or other owners of the said building as the **Purchaser/s** herein think best fit and proper.

IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HEREUNDER AS FOLLOWS: -

- a) That the **Purchaser/s** shall not be entitled to put any obstruction or cause any nuisance or annoyance in common areas and/or in front of main gate wherein the **Purchaser/s** has right to use the same as common facilities jointly with other Owners and/or occupiers.
- b) That the **Purchaser/s** shall pay all such 'proportionate taxes, charges, levies, other maintenance costs and all other expenses of common areas jointly with other Owners and/or occupiers.
- c) That the **Purchaser/s** is hereby agreed and undertake to join as member of Association/ Society of flat Owners of the said complex if and when formed by the flat Owners of the said building or complex and also from time-to-time sign and execute the applications, form and other papers for and in respect of, the formation of Association and to maintain the rules and bye-laws of the said Association.
- d) That so long the Association/ Society do not take up the management for the common user maintenance, common user electrification charges and all other maintenance of the building, the Flat Owners are jointly to manage the same.
- e) That by virtue of this Deed of Conveyance the **Purchaser/s** shall mutate his/her/their name in respect of the said **Flat** (mentioned in **Schedule 'B'** herein below) and to pay the taxes and other cost in the office of Local Municipality or any other authority.
- f) That the **Purchaser/s** shall not demolish the said **Flat** or any part thereof but he/she/they can renovate or repair the said **Flat** in inner side.
- g) That the **Purchaser/s** herein shall not keep / store any inflammable or combustible articles or chemicals or any offensive articles in the said **Flat** save and except coking gas (only for cooking purpose) and not to install or affix any name plate, boarder letter box at any place other than the place specified by the **Developer** or Owner's Association of the said building.
- h) That the **Purchaser/s** shall use the said **Flat** for Residential purpose and in case the **Purchaser/s** shall at any time hereinafter transfer the said **Flat**, the transferee from such **Purchaser/s** is bound to have the same right, title and interest as the **Purchaser/s** has herein.

- i) That the common areas and facilities shall remain undivided, the **Purchaser/s** or other flat Owners has no right to make any obstruction or partition thereon. Outside colour and elevation will always be same.
- j) That the **Purchaser/s** shall pay all such proportionate maintenance cost of common facilities including the taxes, charges and all other required amount to the Local Municipality and other Authority in respect of his/her/their **Flat** and the **Developer** is not responsible for the same.

THE SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT a piece and parcel of Land as follows: -

All the piece and parcel of the Shali land measuring about 04 Cottah 13 Chittak 28 Sq. Ft. equivalent to together with 334.448 SQ.M. as per Deed and found to contain 324.507 SQ.M as per physical survey, more or less [**PRESENTLY CONVERTED TO BASTU** appertaining J.L. No.-16, R.S.Dag No.188, L.R.Khatian No.-63, Holding No.-2123, Chak Garia road under Kolkata Municipal Corporation, P.S.-Panchasayar, Ward No.-109, BR-XII, District-South 24 Parganas, West Bengal, along with all the amenities and facilities attached with the said Land together with easement and quasi-easement right attached thereto for be enjoyment thereof and the annual proportionate share of Ground Rent, which will be assessed as per West Bengal Land Holding Revenue Act, payable to the Government of West Bengal through the office of the District Collector, South 24 Parganas and the said Land is bounded and bounded by :-

On the NORTH	12.041M, by vacant land
On the SOUTH	12.039M, by 5.100M wide road
On the EAST	28.858M, by 107, Chak Garia

On the WEST	27.051M, by plot-D Chak Garia
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THE SCHEDULE 'B' ABOVE REFERRED TO:

(UNIT UNDER SALE)

All that self-contained _____ Residential / Commercial Flat No – ____, on the ____ (_____) Floor, _____ Side facing, Measuring a Carpet Area about _____ Sq. Ft., Super-Built-Up Area about _____ Sq.Ft. (Covered area _____ Sq.Ft.) Parking Space/Garage (if any) Being No. _____, _____, on the Ground Floor, Measuring an area about _____ Sq.Ft. at _____, appertaining to J.L. No.-16, R.S.Dag No.188, L.R.Khatian No.-63, Holding No.-2123, Chak Garia road under Kolkata Municipal Corporation, P.S.- Panchasayar, Ward No.-109, BR-XII, District-South 24 Parganas, West Bengal, on the said Residential G+III-storied building of the said apartment constructed and mentioned in **SCHEDULE - A** above together with undivided proportionate share of the land more fully described in the **SCHEDULE 'A'** hereinabove as also the undivided proportionate interest of the common area parts and facilities including all the easement right and other rights and all appurtenances in the said building as particularly described in the **SCHEDULE 'C'** hereunder written.

THE SCHEDULE "C" ABOVE REFERRED TO:

(COMMON AREAS)

ALL THAT the following portions shall be treated as common areas and facilities: -

- a) Entrance and Exit to the Premises & New Building
- b) Boundary wall and Main gate of the Premises
- c) Stair-case, Stair head room and Lobbies of all the floors of the building

- d) Entrance of Lobby, Electricity, Water Pump room, Generator, room (if any)
- e) Common installation of room
- f) Roof above the top floor
- g) Common Lavatory
- h) Water, Plumbing & Drainage: i) Drainage and Sewerage line and other installation except inner side, ii) Water supply system, iii) Water Pump underground and overhead reservoir together with all common plumbing installation for carriage of water except inside the flat.
- i) Electrical installation: i) Electrical wiring and other fittings (except inside the flat), ii) Light of the common portion.

THE SCHEDULE "D" ABOVE REFERRED TO:
MAINTENANCE/ COMMON EXPENSES

1. Possession of the flats, municipal taxes and common electricity charges etc. shall be paid by the parties who have been provided with possession of the New Building. For unsold Flats, such payments will be borne by the Developer.
2. Land over the possession of the flats / units to the respective Owner/ Purchasers obtaining the Completion Certificate the Developer have no liability to pay any sorts of money on account of common electricity charges and or any municipal taxes to any concern and/or any authority.
3. The proportionate expenses of maintaining, repairing, replacing, re-decorating etc., of the main structure and particular the outer and rain water pipes of the building water pipes, sewerage lines and electric wires in under or upon the building and enjoyed or used by the Owner/ Purchasers in common with the other occupiers of other unit and main entrance, passages of the building as enjoyed by the Owner/ Purchasers or used by their in common as aforesaid and the boundary walls of the building and compound etc.

4. The costs of cleaning and lighting the passages, other parts of the building enjoyed or used by the Owner/ Purchasers in common as aforesaid.
5. The costs of maintaining and decorating the exterior of the building.
6. The salaries of the sweepers, mistries / workers and caretakers etc.
7. The costs of working and maintenance of other light and service charges.
8. The proportionate rates, taxes, and outgoings in respect of the said unit
9. The proportionate municipal taxes and common electricity charges, etc.
10. Insurance of the building.
11. General Expenses.
12. Such other necessary expenses for the maintenance and upkeep of the building as deemed necessary by the Vendor /Seller and other Owners.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective

WITNESSES: -

LANDOWNER

SRI PABITRA RANJAN DAS & 9 others

DEVELOPER

**P N Enterprises, represented by its
Partner**

SCHEDULE C
PRICE DETAILS & PAYMENT PLAN

Total Price /Agreed Consideration for sale of:	
a) Apartment _____ in _____ Floor	Rs. _____/-
b) Garage (excluding GST, Cess and other taxes)	Rs. _____/-
Total (Rupees _____ only)	Rs. _____/-