

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of xxxxxx, **Two**
Thousand Twenty xxxxxx (20xx).

BETWEEN

For T. C. ENTERPRISE
Raym Ken Thain
Partner

SRI NABENDU GHOSHAL (PAN NO- AIRPG8727F, AADHAAR NO. 7110 9408 1655), son of Late Durgapada Ghoshal, by Faith - Hindu, by Nationality- Indian, by Occupation- Business, residing at sreepur bagherghole, rakshiter More, P.O.-Boral **District South 24 Parganas**, Hereinafter called and referred to as the **LAND OWNER** (which terms or expression shall unless repugnant to the context shall deemed to mean and include his heirs, executors administrators, legal representatives and assigns) of the **ONE PART** represented by his constituted attorney **1) SRI RANJAN KUMAR THATOI,** son of Late Nilmani Thatoi (**PAN NO- AIZPT 3575G, AADHAAR NO. 2278 4099 8549**), residing at 625, Lichutala Road, P.O. Boral, Police Station- Sonarpur now Narendrapur, Kolkata - 700154, in the District South 24 Parganas and **(2) SRI CHANCHAL SARKAR,** son of Late Makhanlal Sarkar, (**PAN NO- BIPPS 2880B, AADHAAR NO. 9942 1024 5106**), residing at Boral Sukanta Pally, P.O. Boral, Police Station- Sonarpur now Narendrapur, Kolkata - 700154, District South 24 Parganas by virtue of a **Development Power of Attorney** registered at the office of **A.D.S.R at Alipur** entered in **Book no. I, Volume No.1603-2024, Pages 237872 to 237885, Deed No. 9240 for the year 2024.**

AND

T. C. ENTERPRISE a Partnership Firm, having its Office situated at **441, Paschim Nischintapur, P.O. Boral, Police Station - Sonarpur now Narendrapur, Kolkata 700154,** in the District South 24 Parganas, being represented by its Partners namely **(1) SRI RANJAN KUMAR THATOI,** son of Late Nilmani Thatoi, (**PAN NO- AIZPT 3575G, AADHAAR NO. 2278 4099 8549**), residing at 625, Lichutala Road, P.O. Boral, Police Station - Sonarpur now Narendrapur, Kolkata - 700154, in the District South 24 Parganas and **(2) SRI CHANCHAL SARKAR,** son of Late Makhanlal Sarkar, (**PAN NO- BLPPS 2880B, AADHAAR NO. 9942 1024 5106**), residing at Boral Sukanta Pally, P.O. Boral, Police Station - Sonarpur now Narendrapur, Kolkata - 700154, in the District South 24 Parganas, both by Faith- Hindu, by Occupation - Business, by Nationality - Indian, hereinafter known and called as the **DEVELOPER** (which term or expression shall unless excluded by repugnant to the context be deemed to mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **OTHER PART.**

AND

Mr. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX), Son of Mr. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX by Nationality- Indian, by faith- Hindu, by occupation-

Service residing at XXXXXXXXXXXXXXXXXXXXXXXX, Hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless and excluded by or repugnant to the context be deemed to mean and include his heirs, administrators, executors, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS ALL THAT piece and parcel of Bastu land measuring **03 Cottahs 5 Chittaks 33 Sq.ft.** more or less situated at - Mouza - sreepur bagherghole, J.L.No. 59, Comprised in R.S./L.R. khatian No-966/733,R.S./L.R. Dag No-166/413, Holding No-407,sreepur bagheghole,Ward No- 34, under P.S. - Sonarpur, A.D.S.R. at present Alipur, in the District South 24 Parganas, belonged to one Girindra Mohan Ghoshal,S/O-late-Surendra nath Ghoshal,by faith-Hindu,by occupation-retired person,residing at Boral rakshiter More,Kol-154,, while possessed of the said landed property by virtue of Registered Deed No-204 seized and dated 1991, due to old age and without children,he gift his nephew (brother's son)Mr.Nabendu Ghoshal, all that piece and parcel of land measuring more or less an area of 3 cottaha 05 chittaks 33 sq.ft. laying and situated at Mouza- Sreepur Bagherghole, J.L. No-59, Comprised in R.S. Khatian No-966, appertaining to R.S. Dag No-166, under police station-Sonarpur now Narendrapur within the limits of ward No-34 of the Rajpur-Sonarpur Municipality, in the District of south 24parganas, A.D.S.R. Sonarpur, unto and in favour of **SRI NABENDU GHOSHALS**/O Late Durgaprasad ghoshal of Boral Rakshiter More, P.O.-Boral, P.S.-Sonarpur, Kolkata-154 vide Being No-160307380 for the year 2021 in the office of A.D.S.R., Alipur Book No-I,volume No- 1603-1621, pages 227131 to 227149 at a valuable consideration mentioned therein.

AND WHEREAS the said **SRI NABENDU GHOSHAL** s/o Late Durga prasad Ghoshal, of Boral rakshit more, P.O.-Boral, P.S.-Sonarpur now Narendrapur, Kolkata-700154, in the District of South 24 parganas, became the owner of **ALL THAT** piece and parcel of land measuring more or less an area of 3 cottahas05 chittaks 33 sq.ft being lying and situated at Mouza-Sreepur bagherghole, J.L.No-59, comprised in R.S. Khatian No-966, appertaining to R.S. Dag No. 166, under police station-Sonarpur Now Narendrapur, within the limits of Rajpur-Sonarpur Municipality of ward No. 34 in the District of south 24 parganas, A.D.S.R. at Sonarpur morefully and particularly described in the schedule hereunder written and accordingly the present land owner herein duly mutated his name in the records of L.R. settlement and finally, fully and absolutely published in his name in the record of rights under **L.R. Dag No. 413, L.R. Khatian No. 733**, in the present of the said landed property.

AND WHEREAS thereafter the present land owner duly mutated his name in the records of the Rajpur-Sonarapur Municipality and property known and numbers as holding No-407, Sreepur Bagherghole, Kolkata-700154 and he has been paying municipal taxes in his name in the records of Rajpur-Sonarapur Municipality on regular basis.

AND WHEREAS the land owner was desirous to raise a multi-storied building upon the said plot of land.

AND WHEREAS for want to experience Developer and also with necessary funds the land owner were not in a position to raise multi-storied building upon the aforesaid premises for which the land owner were in search of the fittest and a reliable person who is financially sound and having experience in connection of building in order to complete the proposed project.

AND WHEREAS T.C. ENTERPRISE a Partnership firm having its office at 441, Paschim Nischintapur, P.S. Narendrapur, Kolkata - 700154, District South 24 Parganas, represented by its Partners **(1) SRI RANJAN KUMAR THATOI (PAN NO- AIZPT 3575G) (Aadhaar No- 2278 4099 8549)**, son of Sri Nilmani Thatoi, by faith- Hindu, by occupation- Business, by Nationality Indian, residing at 625, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata -700154, District South 24 Parganas, **(2) SRI CHANCHAL SARKAR (PAN NO- BLPPS2880B) (Aadhaar No- 9942 1024 5106)**, Son of Late Makhan Lal Sarkar, by faith- Hindu, by Nationality - Indian, by Occupation - Business, residing at Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata - 700154, District South 24 Parganas gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the land owner **T.C. ENTERPRISE** as Developer approached the owners to enter into joint venture agreement for development of the aforesaid premises with a scheme to be formulated by the land owner and to empower the Developer to raise proposed construction and/or the project.

AND WHEREAS having relied upon aforesaid representation made by the Developer, the land owner had discussed the terms and conditions and consequently the land owner and the Developer entered into a Development Agreement for construction of multi-storied building upon aforesaid premises, the terms and conditions mentioned therein. The said **Development Agreement** registered at the office of **ADSR Alipur** and entered in **Book no. I, Volume No.1603-1624, Pages 237584 to 237606, Deed No. 9237 for the year 2024.**

AND WHEREAS by virtue of a registered Development Power of Attorney the land owner herein duly nominated, constituted and appointed the said **(1) SRIRANJAN KUMAR THATOI (PAN No- AIZPT 3575G) (Aadhaar No- 22784099 8549)**, son of Sri Nilmani Thatoi, by faith- Hindu, by occupation- Business, by Nationality Indian, residing at **625, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas, (2) SRI CHANCHAL SARKAR (PAN NO- BLPPS 2880B) (Aadhaar No- 9942 1024 5106)**, Son of Late Makhan Lal Sarkar, by faith- Hindu, by Nationality - Indian, by Occupation - Business, residing at **Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- 700154, District South 24 Parganas** as their true and lawful attorneys on behalf of the land owner for smooth progress of the construction work and / or development project upon the aforesaid premises and sale/transfer the flats to third parties. The said **power of attorney** was registered in the office of **A.D.S.R, Alipur** and entered in **Book no. I, Volume No.1603-1624, Pages 237872 to 237885, Deed No. 9240 for the year 2024.**

AND WHEREAS the Developer duly sanctioned building plan **Being no.01/CB/34/25** date **30.04.2022** Sanction by the Rajpur-Sonarpur Municipality and in terms of the said Development Agreement and Development Power of attorney Developer is entitled to sale and dispose of the flats/car parking/shops together with undivided proportionate share in land of Developer's allocation.

AND WHEREAS out of the allocated part and/ or portion of the Developer's, the Developer declared to sale **ALL THAT** Piece and parcel of one self contained residential flat no. **xxx**, on the **xxx** floor (**xxxxxxxSouth side**) measuring about **xxx** sq.ft. super built up area more or less consisting of **xxx** bed rooms, one W.C, One kitchen, one drawing cum dining room, One Toilet, one Verandah and one lobby of the **Three storied** building together with undivided impartible proportionate share of the land underneath of the building of the said premises including right of easement, common facilities and amenities annexed thereto to the intending buyers.

AND WHEREAS being aware of such intention of the Developer, the PURCHASER approached the Developer for purchasing the aforesaid flat from Developer's allocation in the said building and the Developer has agreed to sale **ALL THAT** Piece and parcel of one self contained residential flat no. **xx**, on the **xxxx** floor (**xxxxxxx-South side**) measuring about **xxx** sq.ft. super built up area more or less consisting of **xxx** bed rooms, one W.C, One kitchen, one drawing cum dining room, One Toilet, one Verandah and one lobby of the **Three storied** building specifically described in the

SECOND SCHEDULE hereunder written **TOGETHER WITH** undivided impartible proportionate share and/or interest in the land comprised in the said premises and attributable to the said flat and the common areas, portions and facilities and amenities in the said building (thereafter collectively referred to as the "**SAID FLAT**" and after inspecting the sanctioned building plan, its measurements, dimensions, documents of chain of title deeds and other monuments the PURCHASER has agreed to purchase the said flat at or for the consideration amount of **Rs. xxxxxxxxxx/ (Rupees xxxxxxxxxx) only** and entered into an agreement for sale dated **xx/xx/xxxx** and after payment of full consideration amount as per memo below both parties execute this Deed of Conveyance.

NOW THIS INDENTURE WITNESSETH that the consideration of the said sum of **Rs. xxxxxxxxxx/ (Rupees xxxxxxxxxx) only** being the full amount of the consideration of said **ALL THAT** Piece and parcel of one self contained residential **flat no. XX, on the xxxxxx (xxxxxxx side) measuring about xxxxx sq.ft. super built up area more or less consisting of xxx bed rooms, one W.C, One kitchen, one drawing cum dining room, One Toilet, one Verandah and one lobby** of the **Ground Plus Three storied** building constructed upon **ALL THAT** piece or parcel of Bastu Land measuring about **03 Cottahs 05 Chittaks 33 Sq.ft.** more or less as per present measurement together with Three storied building standing thereon situated at Mouza- sreepur bagherghole, J.L. No. 59, comprised in. R.S. Dag No. 166, appertaining to R.S. Khatian No.966, within the limits of Rajpur- Sonarpur Municipality, **ward No- 34, Holding No- 407, sreepur bagheghole, under P.S.- Sonarpur now Narendrapur, A.D.S.R. Alipur** in the District of south 24 parganas together with proportionate undivided impartible share of land underneath the building paid to the Developer of the receipt whereof and the Developer hereby admit and acknowledge the payment of the same the Developer doth hereby grant, convey, transfer, sell, assigns and assure and the Developer do hereby confirm release and assure the same unto and in favour of the PURCHASER **ALL THAT** Piece and parcel of one self contained residential **flat no. XX, on the xxxxx floor (xxxxxx side) measuring about xxxxx sq.ft. super built up area more or less consisting of xxx bed rooms, one W.C, One kitchen, one drawing cum dining room, One Toilet, one Verandah and one lobby** of the **Ground Plus Three storied** building morefully described in **Second Schedule** hereunder written together with proportionate undivided Ownership of land underneath the building (hereinafter referred to as the said property) now are or is or at any time or times heretofore were/was situated tenanted bounded, called, known, numbered, described or distinguished

together with the free and common passage and also to have all rights of easements for passage, drains, lights, water, water-courses, sewer-pipe and all other usual rights to enter upon under and along the passage and all other benefits and amenities provided and/or as may be provided in future and all the estate, right, title, interest, claim or demand whatsoever both at law or in equity of the owner unto and upon the said lands, buildings and premises or any part thereof together with all deeds, relating to or concerning the said property or may be in the possession or control of the owner or any other person or persons from whom they may procure the same without any action in law or in equity and all rights and advantages of the owner by and under the covenant for production relevant title, deeds, relating to the said entire property and to have and to hold the flat hereby sold conveyed transferred assigned or otherwise assured or intended so be unto and to the use of PURCHASER whatsoever but subject to the payment of the proportionate share of the common expenses for the maintenance and up keep of the said building and the common parts thereof and of the Municipality Taxes, levies and other charges appertaining to the said land and building and also subject to terms covenants and conditions hereinafter contained.

**THE LAND OWNER, DEVELOPER AND THE PURCHASER HEREBY COVENANT AS
FOLLOWS:-**

THAT notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the owners, the Developer is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat TOGETHER WITH undivided impartible proportionate share of the land underneath of the building and also the benefits, rights and properties free from all encumbrances whatsoever and the developer has the legal right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the PURCHASER, the said flat together with undivided impartible proportionate share of the and underneath of the building and also the benefits, rights and properties hereby sold and conveyed.

AND THAT it shall be lawful for the PURCHASER from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said flat and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issue and profits thereof, without any interruption, disturbance, claim or demand whatsoever, from or by the owners or any person or persons claiming through, under or in trust for the owner.

And THAT the land owner/Developer shall not do anything or make any grant or term, whereby the rights of the PURCHASER hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the PURCHASER in respect of the said flat hereunder.

AND THAT the said flat hereby sold, conveyed and transferred unto the PURCHASER are free and discharged from or otherwise by the land owner/Developer sufficiently indemnified against all and all means of encumbrances, claim, demand whatsoever created or made by the owners or any person or persons claiming through under or in trust for the land owner /Developer or any of its predecessor -in- title.

And THAT the land owner /Developer shall help and assist the PURCHASER in mutating their names in the records of the Rajpur-Sonarpur-Municipality and other authorities in respect of the said flat.

And THAT the PURCHASER shall exclusive and free right to sale, lease gift, mortgage, transfer and/or assigns the said flat in any manner whatsoever after registration of the instant deed.

AND THAT if any error or omissions are transpired in this Deed in future, the Developer shall at the cost and request of the PURCHASER do and execute and cause to be done and executed any legal, valid supplementary Deed or Deed of Rectification/ Declaration in favour of the PURCHASER.

AND THAT if any of the representation of covenants made herein before by the Developer is subsequently found to be false or incorrect or any fraud is detected at a letter date whereby or by reason whereof the PURCHASER may suffer any loss or damage the Developer shall be liable to compensate the loss or damage as may be sustained by the PURCHASER.

**THE PURCHASER DO HEREBY COVENANT WITH THE LAND OWNER/DEVELOPER
as follows:-**

THAT the PURCHASER have inspected the building and the said flat and only after being fully satisfied about the title, quality, workmanship, measurements and all features and without reserving any claim in this regard in future, the PURCHASER completing the purchase hereunder.

AND THAT the PURCHASER shall observe, fulfill and perform the Rules, Regulations and covenants and shall regularly pay and discharge, all taxes, impositions and all other outgoing in connection with the said flat and the Common areas and / or the building, proportionately, including the common expenses from the date of handing over possession of the said flat.

AND THAT the PURCHASER shall receive peaceful vacant possession of the said flat in complete satisfaction.

AND THAT the PURCHASER neither have nor shall claim from the land owner /Developer and / or the other flat Owners, any right, title or interest in any other part or portion of the land and/or the Building SAVE the said flat and the benefits, right and properties hereby sold and conveyed.

AND THAT the PURCHASER shall permit the land owner /Developer of other flats /apartments and their surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said flat for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.

AND THAT the PURCHASER shall keep the said flat in good substantial repair and conditions so as to support and protect the other parts of the said building as they now enjoy.

AND THAT the PURCHASER shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said flat which has been installed at the space underneath the stair of the ground floor to record consumption of electricity at the said flat.

AND THAT the PURCHASER agreed to be a member of the Association of the flat Owners for administration and maintenance of common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, bye-laws, rules and regulations.

AND THAT the PURCHASER or any other person occupies the said flat shall observe and perform the rules and regulations relating to the protection, management and maintenances of the said building.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Entire Property)

ALL THAT piece or parcel of Bastu Land measuring about **03 Cottahs 05 Chittaks 33 Sq.ft.** more or less as per present measurement together with Three storied building standing thereon situated at Mouza- srfeepur bagherghole, J.L. No. 59, comprised in. R.S. Dag No. 166, appertaining to R.S. Khatian No.966, within the limits of Rajpur-Sonarpur Municipality, **ward No- 34, Holding No- 407, sreepur bagherghole, under P.S.- Sonarpur now Narendrapur, A.D.S.R. Now Garia in the District of south 24 parganas** which is butted and bounded by:

On the North :Land of R.S.dag No.164

On the South : Land of D.majumder (part of R.s.dag no-164).

On the East : 12'-0" wide of Municipality Road.

On the West : Sitala Mandir R.s.Dag no-166)

:: THE SEDOND SCHEDULE ABOVE REFERRED TO :: -

(SAID FLAT HEREBY SOLD)

ALL THAT Piece and parcel of one self contained residential **flat without lift facilities Flat no. XX, on the XXXX floor (XXXXXX side) measuring about XXX sq.ft. super built up area more or less (XXX sq.ft. Carpet area more or less) consisting of XXX bed rooms, one W.C, One kitchen, one drawing cum dining room, One Toilet, one Verandah and one lobby** of the **Three storied** building lying and situated at Mouza - Sreepur Bagherghole, J.L. No. 59, comprised in. R.S. Dag No.166, appertaining to R.S. khatian No-966, L.R Dag No. 413, Khatian No. 733, within the limits of Rajpur-Sonarpur Municipality, **ward No- 34, Holding No- 407, sreepur baghrghole, under P.S.- Sonarpur now Narendrapur, A.D.S.R. Now Garia in the district of south 24 parganas** **TOGETHER WITH** undivided proportionate share in land including

other common facilities such as overhead and underground water reservoir, drainage, sewerage, pathways and particularly described in the **FIRST SCHEDULE** above together with the benefits of common areas and facilities referred in the Third Schedule hereinafter appearing.

-:: THE THIRD SCHEDULE ABOVE REFERRED TO:-

(Common Area and facilities)

Stair case on all floors, staircase, landing on all floors, ultimate roof of the said building.

Common passage from Municipality Road to the Ground floor stair case landing, water pump, water tank and other plumbing installations and pump room,

Electrical wiring, motors, electrical fittings (except those which are installed for any particular unit), Electrical Sub-station etc.

Drainage and sewers, Boundary wall and main gate.

Such other fittings, equipment and fixtures which are being used common either or the common purpose or needed for using the individual facilities amenities.

-:: THE FORTH SCHEDULE ABOVE REFERRED TO :: -

(Common Expenses)

The expenses of maintaining etc., Expenses of mother meter and common meter, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement water electricity supply system to all common areas, mentioned in Third Schedule herein before.

The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.

The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas.

Salaries of all persons and other expenses for maintaining the said building.

Corporation taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.

Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities.

IN WITNESSES whereof the parties hereto put their respective hands and seals on the day month and year first above written.

Signed, sealed & delivered

In presence of:-

WITNESSES:-

1.

2.

**Signature of the LAND OWNER
Represented by his constituted Attorney**

Signature of the DEVELOPER

Signature of the PURCHASER

DRAFTED BY ME

ADVOCATE

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of **Rs. XXXXXXXX/ (Rupees XXXXXXXXXXXXXXXXXXXXXXXXXX)** only
as total consideration amount as per the terms of these presents as per the memo below:

BY CHEQUE/ R.T.G.S.

BANK & BR.	CHQ.	DATE	AMOUNT
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For T. C. ENTERPRISE
Raym Kew Thani
Partner

SIGNATURE OF THE DEVELOPER

WITNESSES:

1.

2.