

## DEED OF CONVEYANCE

**Property Sold:** One self contained residential self contained flat No: ---- on the floor admeasuring area of Sq Ft(Sq Mtr) Carpet Area/ saleable area along with parking Noad measuring area of sq ft at "AVRO APPARTMENT" situated at Premises No-3906, Nayabad ,WardNo-, Borough-, under Kolkata Municipal Corporation, P.S.-Panchasayar, Kolkata-700099.

THIS INDENTURE made on this \_\_\_\_\_ day of \_\_\_\_\_, Two  
Thousand and Twenty- \_\_\_\_\_

BETWEEN

1) \_\_\_\_\_, wife of \_\_\_\_\_ residing at \_\_\_\_\_ PS- \_\_\_\_\_, Kolkata-700 \_\_\_\_\_ are by faith- \_\_\_\_\_, hereinafter jointly and collectively called referred to as the "**OWNERS**" (which term or expression shall unless by or repugnant to the context be deemed to mean and include their heirs, executors, successors, administrators, representatives, agents and assigns) of the **FIRST PART**.

AND

**S.T.R.S ENTERPRISE** . (PAN: ACWFS5048L) a Partnership firm, having its registered office at 244, Ajoy Nagar Main Road, Kolkata 700099 represented by its partner **1) Sri Subhas Das 2) Sri Tapan Panja 3) Sri Ripon Haoladar** and 4) Sri Sumangal Dhali , in the profession of builders, construction, property developer, hereinafter referred to as the "**DEVELOPER** " (which term or expression shall unless by or repugnant to the context be deemed to mean and include his heirs, executors, successor-in-office, representatives, nominees, legal representatives and other assigns) of the **SECOND PART**.

AND

[If the Allottee is a Company] \_\_\_\_\_, (CIN No....) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case maybe, 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 there of be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[ 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 authorised partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorised 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 successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a HUF]

Mr./Mrs. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_ FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at \_\_\_\_\_ (PAN \_\_\_\_\_) 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, and permitted assigns)

(or)

[If the Allottee is an individual]

Mr./Mrs. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter referred to as the Purchaser (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Developer and Purchaser shall hereinafter collectively be referred to as the Parties and individually as a Party of the **THIRD PART**:

### **SECTION-I#INTERPRETATION:**

#### **WHEREAS:**

**A.** In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- (i) **“Agreed Consideration”** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.

**Query No.**.....

- (ii) **“Architects”** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.
- (iii) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (iv) **“Buildings”** shall mean, and BHK Apartments having One Block of Apartments a total of \_\_\_\_\_ apartments of different types in G+ storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.
- (v) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.
- (vi) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (vii) **“Car Parking Area”** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (viii) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, the entire land

Query No.....



- ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
  - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;
  - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
  - v) Installation of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
  - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
  - vii) all community and commercial facilities as provide in the real estate project;
  - viii) all other portion of the project necessary or convenient for its maintenance, safety etc., and in common use;
- (ix) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.
- (x) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are more fully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- (xi) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Unit exclusively and the Common Portions in common.
- (xii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit  
Query No.....

comprising of amounts to be paid / deposited and/or contributed  
by

\_\_\_\_\_ proprietorship firm, as their Developer and/or Agent for the purpose of construction of a multi storied residential building/complex to be developed by the Developer on the said 1<sup>st</sup> plot of Land and as such on

\_\_\_\_\_ the said \_\_\_\_\_, and \_\_\_\_\_ jointly entered into an Agreement with the Developer herein and registered with the office of the District Sub-Registrar \_\_\_\_\_ in Book No. Volume No., Pages \_\_\_\_\_ to \_\_\_\_\_ being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ on the terms and conditions as recorded in the said Developer's Agreement.

11. In accordance with the aforesaid Agreement dated \_\_\_\_\_ said \_\_\_\_\_, and \_\_\_\_\_ jointly duly executed a Power of Attorney dated \_\_\_\_\_ registered with the office of the District Sub-Registrar \_\_\_\_\_ in Book No. Volume No., Pages \_\_\_\_\_ to \_\_\_\_\_ being Deed No. \_\_\_\_\_ for the year in favour of one \_\_\_\_\_ proprietorship firm, as their Developer inter alia permitting the Developer to enter into agreements for sale with prospective purchasers for sale of apartments and also to sign, execute and admit the necessary deeds of conveyance as well as submit all papers/documents and plans for approval, for the purpose of implementation and/or completion of the residential building.

12. That by virtue of said partition deed being no. \_\_\_\_\_ for the year \_\_\_\_\_, the said became the sole, absolute and exclusive owner in respect of **ALL THAT** the piece and parcel of land containing an area of \_\_\_\_\_ comprised in—

| R.S. Khatian Nos. | R.S. Dag Nos. | Area in sataks |
|-------------------|---------------|----------------|
|                   |               |                |
|                   |               |                |
|                   |               |                |
|                   | <b>Total:</b> |                |

(hereinafter collectively referred to as the **"Said Plots of Land of \_\_\_\_\_"**) and mutated his name in the records of the Revenue Survey Settlement as an owner and paid taxes thereon.

13. That the said \_\_\_\_\_ died intestate on \_\_\_\_\_ leaving behind him surviving his sons/daughters namely (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ and (4) \_\_\_\_\_ and \_\_\_\_\_ who upon his death became the owner of their respective undivided \_\_\_\_\_ share and/or interest in respect of the Said Plots of Land of \_\_\_\_\_.

14. That by a deed of Amicable Partition executed on \_\_\_\_\_ by and between the said \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ therein jointly referred to as the party of the First Part, Second Part, Third Part and Fourth Part respectively and the said \_\_\_\_\_ therein referred to as the party of the Fifth Part, and registered with the office of the District Registrar \_\_\_\_\_ in Book No., being no. \_\_\_\_\_ for the year \_\_\_\_\_.

**Query No. ....**



\_\_\_\_\_, the parties therein amicably partitioned the Said Plots of Land of \_\_\_\_\_ amongst themselves.

15. That by virtue of said partition deed being no. \_\_\_\_\_ for the year \_\_\_\_\_ the said \_\_\_\_\_ and \_\_\_\_\_ became the sole and exclusive owner of their respective plots of land from the said Plots of Land of \_\_\_\_\_.

16. That the said \_\_\_\_\_ died intestate as Bachelor on \_\_\_\_\_ leaving behind him surviving his three Brothers/Sisters namely (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_ and (4) \_\_\_\_\_ who upon his death became the owner of their respective undivided \_\_\_\_\_ share and/or interest of the land as per the chart.

17. That the said \_\_\_\_\_ intestate on \_\_\_\_\_ leaving behind him surviving his wife/husband \_\_\_\_\_, sons/daughters \_\_\_\_\_ who upon his death became the owner of the land of \_\_\_\_\_.

18. That the said \_\_\_\_\_ during his life time has executed a Will in favour of his wife/husband namely \_\_\_\_\_ in respect of the property of \_\_\_\_\_. After death of said \_\_\_\_\_, the said \_\_\_\_\_ obtained the probate on \_\_\_\_\_ in connection with the probate case no. \_\_\_\_\_ of \_\_\_\_\_ from the learned court of the District Delegate \_\_\_\_\_.

19. That the said \_\_\_\_\_ died intestate on \_\_\_\_\_ leaving behind him surviving his son/daughter (1) \_\_\_\_\_ who upon his/her death became the owner of the land of \_\_\_\_\_.

20. Thus the said (1) \_\_\_\_\_, (2) \_\_\_\_\_ and (3) \_\_\_\_\_ jointly became the owners of their respective shares in respect of **ALL THAT** the piece and parcel of land containing an area of \_\_\_\_\_

\_\_\_\_\_ comprised in

| R.S. Khatian Nos. | R.S. Dag Nos. | Area in sataks |
|-------------------|---------------|----------------|
|                   |               |                |
|                   |               |                |
|                   |               |                |
|                   | <b>Total:</b> |                |

Presently at Holding No. \_\_\_\_\_, under Ward No. \_\_\_\_\_, of \_\_\_\_\_ Municipality, under Additional District Sub-Registrar,

\_\_\_\_\_ (*hereinafter referred to as the 2<sup>nd</sup> plot of Lands*)

more fully and particularly describe in the Second Schedule hereunder written.

21. That thus the said \_\_\_\_\_ and \_\_\_\_\_ jointly being desirous of developing the said 2<sup>nd</sup> plot of Lands and decided to construct multi storied residential building/complex on the said 2<sup>nd</sup> plot of Lands after demolition of the existing structures standing thereon. Thus the said \_\_\_\_\_ and \_\_\_\_\_ jointly appointed one

Query No. ....



\_\_\_\_\_ a proprietorship firm, as their Developer and/or Agent for the purpose of construction of a multi storied residential building/complex to \_\_\_\_\_ be developed by the Developer on the said 2<sup>nd</sup> plot of Lands and as such on \_\_\_\_\_ the said \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ jointly entered into an Agreement with the Developer herein and registered with the office of the District Sub- Registrar – \_\_\_\_\_ in Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_ being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ on the terms and conditions as recorded in the said Developer's Agreement.

22. In accordance with the aforesaid Agreement dated \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ jointly duly executed a Power of Attorney dated \_\_\_\_\_ registered with the office of the District Sub-Registrar – \_\_\_\_\_ in Book No. \_\_\_\_\_ Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_ being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ in favour of one \_\_\_\_\_ proprietorship firm, as their Developer inter alia permitting the Developer to enter into agreements for sale with prospective purchasers for sale of apartments and also to sign, execute and admit the necessary deeds of conveyance as well as submit all papers/documents and plans for approval, for the purpose of implementation and/or completion of the residential building.

23. Thus the Owners of the 1<sup>st</sup> plot of Lands and the 2<sup>nd</sup> plot of Lands, respectively, jointly decided to develop the both lands and amicably amalgamated the said plots of **ALL THAT** the piece and parcel of land containing an area of \_\_\_\_\_ herein above referred to as the premises..

24. Accordingly, said, \_\_\_\_\_ a proprietorship firm, being the Developer became solely entitled to develop an integrated modern residential housing complex. Accordingly, the Developer duly prepared and forwarded the necessary building/site plans for the construction of various self contained apartments/flats upon the said property to \_\_\_\_\_ Municipality for approvals, and the said \_\_\_\_\_ Municipality duly approved \_\_\_\_\_ the site/floor plans vide no. \_\_\_\_\_, dated \_\_\_\_\_ and elevation/other plans (hereinafter referred to as "the plans").

25. The other necessary clearances and approvals for completion of the construction of the residential building were obtained from the concerned authorities. The developer named the complex as "\_\_\_\_\_ " consisting 1 (one) **residential G+ storied Tower/Block building** (hereinafter referred to as "**Said Tower**") in accordance with the Sanctioned Plan and has also demarcated and/or defined various parts and portions of the said residential buildings and the facilities created and/or to be created there at for the respective Apartments.

**IN WITNESS WHEREOF** the parties hereto have hereunto put their respective hands the day month and year first above written.

**SIGNED AND DELIVERED** by the  
**VENDORS at Kolkata**  
In the presence of:

1.

2.

**SIGNED AND DELIVERED**  
by the **BUILDERS at Kolkata**  
In the presence of:

1.

2.

**SIGNED AND DELIVERED**  
By the **PURCHASERS at Kolkata**  
In the presence of:

1.

2.

### MEMO OF CONSIDERATION

**RECEIVED** on the \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ and year \_\_\_\_\_ first above written of and from the within named Purchaser the within mentioned sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) paid as and by way of full consideration in terms of these presents.

| Sl. No. | Details                         | Amount (Rs) |
|---------|---------------------------------|-------------|
| 1       | By cheque no. _____ dated _____ |             |
| 2       | By cheque no. _____ dated _____ |             |
| 3       | By cheque no. _____ dated _____ |             |
| 4       | By cheque no. _____ dated _____ |             |
| 5       | By cheque no. _____ dated _____ |             |
| 6       | TDS (_____)                     |             |
| 7       | By cheque no. _____ dated _____ |             |

**TOTAL**  
**(RUPEES \_\_\_\_\_ ONLY)**

#### WITNESSES:

1.

(OWNERS)

2.

**STRS Enterprise**

*Sudhansu Kumar*

**Partner**

(BUILDER)

Query No. ....