

DEED OF CONVEYANCE

1. **Date:**
2. **Place: Kolkata**
3. **Parties:**

- 3.1 **SABYASACHI DEY [PAN. ASZPD0017B] & [AADHAAR NO. 937327071063], [D.O.B.] & [MOBILE NO.],**
son of Satyendra Nath Dey, by faith - Hindu, by occupation - Government Employee, by nationality - Indian, presently residing at Manik Bandopadhyay Sarani, P.O. & P.S. Regent Park, Kolkata - 700040 and also permanently residing at 364/54, M.J. Sarani, P.O. English Bazar, P.O. Malda, District - Malda, Pin - 732101, West Bengal.

The said Sabyasachi Dey, Landowner herein, represented by his constituted attorney, **CREATIVE DEVELOPERS [PAN: AAOFC0514D],** a partnership firm, under Partnership Act, having its registered office at Banshbari, P.O. English Bazar, P.O. Malda, District - Malda, Pin - 732101, West Bengal, represented by its partners namely (1) **SAMYABRATA MAITRA [PAN. ASAPM2082Q],** son of Subal Krishna Maitra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Banshbari, P.O. English Bazar, P.O. Malda, District - Malda, Pin - 732101, West Bengal & (2) **SAYANTAN MAITRA [PAN. BNTPM2268P],** son of Subal Krishna Maitra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Banshbari, P.O. English Bazar, P.O. Malda, District - Malda, Pin - 732101, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After a Registered Development Agreements, which was registered on 21.09.2023, registered in the office of the A.R.A. - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2023, Pages 779373 to 779389, being Deed No. 190413662 for the year 2023.

Hereinafter called and referred to as the "**LANDOWNER/VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

For Creative Developers

CREATIVE DEVELOPERS

Samyabrata Maitra
PARTNER

Samyabrata Maitra

Partner

AND

- 3.2 [PAN.], [AADHAAR NO.] & [MOBILE NO.],
 son/wife/daughter of, by faith -
, by occupation -, by nationality - Indian, residing at
, P.O.
, P.S., District -, Pin -
, State -

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

- 3.3 **CREATIVE DEVELOPERS [PAN: AAOFC0514D]**, a partnership firm, under Partnership Act, having its registered office at Banshbari, P.O. English Bazar, P.O. Malda, District - Malda, Pin – 732101, West Bengal, represented by its partners namely (1) **SAMYABRATA MAITRA [PAN. ASAPM2082Q]**, son of Subal Krishna Maitra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Banshbari, P.O. English Bazar, P.O. Malda, District - Malda, Pin – 732101, West Bengal & (2) **SAYANTAN MAITRA [PAN. BNTPM2268P]**, son of Subal Krishna Maitra, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Banshbari, P.O. English Bazar, P.O. Malda, District - Malda, Pin – 732101, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowner/Vendor, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance:**

4.1 **Transfer of Said Flat & Appurtenances:**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely **“APARAJITA”**, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said said property, lying in the said building/complex **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:**

5.1 **Representations and Warranties Regarding Title:** The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF SABYASACHI DEY, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:**

5.1.1.1

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS EXECUTED IN BETWEEN THE LANDOWNER AND CREATIVE DEVELOPERS:**

5.1.2.1 The said Sabyasachi Dey, Landowner herein, entered into a Registered Development Agreement with one CREATIVE DEVELOPERS, developer herein in respect of his total plot of land mentioned therein. The said

Development Agreement was registered on 21.09.2023, registered in the office of the A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2023, Pages 786358 to 786406, being Deed No. 190413636 for the year 2023.

5.1.3 **REGISTERED POWER OF ATTORNEY EXECUTED BY THE SAID Sabyasachi Dey, Landowner herein, in favour of the said Creative Developers:**

5.1.3.1 The said Sabyasachi Dey, landowner herein, executed a Registered Power of Attorney, appointing the said Creative Developers, as his constituted attorney. The said Power of Attorney was registered on 21.09.2023, registered in the office of the A.R.A. – IV, Kolkata and recorded in Book No. I, Volume No. 1904-2023, Pages 779373 to 779389, being Deed No. 190413662 for the year 2023.

5.1.4 **SANCTION OF BUILDING PLAN**

5.1.4.1 **Sanction of Building Plan:** The said Sabyasachi Dey, Landowner herein, sanctioned a building plan on the said plot of land, from the concerned authority, vide Building Permit No. dated.....

5.1.4 **CONSTRUCTION OF BUILDING:**

5.1.4.1 **Construction of Building:** The said CREATIVE DEVELOPERS, Developer herein, is constructing G+6 storied buildings namely **“APARAJITA”**, on the said plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION:**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer’s Allocation** : The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said CREATIVE DEVELOPERS, Developer herein, to purchase **ALL THAT** piece

and parcel of one independent and complete residential flat, being **Flat No.** '.....', on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the said building namely **"APARAJITA"**, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer:** The said CREATIVE DEVELOPERS, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration:** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** **only**, subsequently the Purchaser herein already paid the same to the said CREATIVE DEVELOPERS, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS:**

5.1.6.1 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.6.2 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common**

Portions). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowner/Vendor and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowner/Vendor and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowner/Vendor and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell** : The Landowner/Vendor and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

6.1.3 **No Dues** : No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowner/Vendor and the Developer/Confirming Party herein.

6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowner/Vendor and the Developer/Confirming Party in respect of the Said Flat or any part thereof.

6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

6.1.6 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowner/Vendor and

Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowner/Vendor and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowner/Vendor herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowner/Vendor hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms :** The transfer being effected by this Conveyance is :

- 9.1.1 **Sale** : A sale within the meaning of the Transfer of Property Act, 1882.
- 9.1.2 **Absolute** : Absolute, irreversible and perpetual.
- 9.1.3 **Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.
- 9.2 **SUBJECT TO** : The transfer being effected by this Conveyance is subject to :
- 9.2.1 **Indemnification** : Indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowner/Vendor and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor and Developer/Confirming Party with regard to which the Landowner/Vendor and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 9.2.5 **Holding Possession** : The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation** : The Landowner/Vendor and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 9.2.7 **Further Acts** : The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Landowner/Vendor and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowner/Vendor and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Total Plot of Land]

ALL THAT piece and parcel of homestead land measuring 0.1317 acres, more or less along with 2000 square feet (Cemented Floor) (Ground Floor 1000 Sq.Ft. & First Floor 1000 Sq.Ft.) more or less, 30 years old structure standing thereon, lying at **Mouza – Sherpur Mokimpur**, J.L. No. 63, under R.S. Khatian Nos. 531 & 532, corresponding to **L.R. Khatian No. 2770**, comprising in R.S. Plot No. 357, **L.R. Plot Nos. 3063** (0.1217

acre), **3058** (0.0100 acre), under P.S. English Bazar, P.O. - Malda, Holding No. 6/364/54, M. J. Sarani, Banshbari, Ward No. 14 of English Bazar Municipality, Pin – 732101, in the District Malda, in the State of West Bengal. The said total plot of land is butted and bounded as follows:

ON THE NORTH : House of Dilip Saha.
 ON THE SOUTH : 12 feet wide Manik Jha Sarani.
 ON THE EAST : House of Jagannath Saha & Sanjay Kundu & others.
 ON THE WEST : House of Janak Sangha, Shib Nath Kundu, Subal Krishna Maitra & Others.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. ‘.....’**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, consisting of Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely **“APARAJITA”**, lying and situated at **Mouza – Sherpur Mokimpur**, J.L. No. 63, under R.S. Khatian Nos. 531 & 532, corresponding to **L.R. Khatian No. 2770**, comprising in R.S. Plot No. 357, **L.R. Plot Nos. 3063, 3058**, under P.S. English Bazar, P.O. - Malda, Holding No. 6/364/54, M. J. Sarani, Banshbari, Ward No. 14 of English Bazar Municipality, Pin – 732101, in the District Malda, in the State of West Bengal, lying and situated on the total plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/complex.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
7. Insurance : Insurance of the building/complex against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.
9. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of:

1.

2.

Samyabrata Maitra

Sayantan Maitra
as constituted Attorney of
Sabyasachi Dey
Landowner/Vendor

.....
Purchaser

Samyabrata Maitra

Sayantan Maitra
Partners of CREATIVE DEVELOPERS
Developer/Confirming Party

MEMO OF CONSIDERATION

Received with thanks from the above named purchaser, a sum of **Rs.....**
(Rupees) **only** towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

Mode of Payment	Date	Bank's Name	Amount
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Witnesses :

1.

2.

Samyabrata Maitra

Sayantan Maitra
Partners of CREATIVE DEVELOPERS
Developer/Confirming Party