

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____, Two Thousand and Twenty_____

BETWEEN

ANUP CHATTERJEE, having its place of Business and office at Natunpally Middle Road, P.O. & P.S.– Sonarpur, Kolkata– 700150, Son of Anup Chatterjee, **PAN– ACBPC4410H, AADHAAR NO. 7517 2545 8850** by faith– Hindu, by Nationality– Indian, by Occupation– Business, Residing at Natunpally Middle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150, hereinafter called and referred to as the “**VENDOR/DEVELOPER**” herein (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-office, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

(1) **SRI/SRIMATI** (PAN No. _____) (Aadhaar No. _____), Son/Daughter of _____, W/o – _____, by faith – _____, by Nationality – _____, by Occupation – _____, hereinafter referred to as the “**PURCHASERS**” (which terms or 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 **OTHER PART.**

WHEREAS the land, described in the First Schedule below, originally belonged to Shri. Amitabha Battacharjee who was the recorded owner and possessor of the land in R.S Dag No.–1772, lying and situated at Mouza– Sonarpur, J.L No.– 39, P.S– Sonarpur, District– 24 Parganas (South).

AND WHEREAS during his absolute possession over the land described in the Schedule ‘A1’ below, said Amitabha Bhattacharjee sold, transferred and conveyed 4(four) Cottah of land in favour of one Parimal Kanti Guha vide a registered Sale Deed which was registered on 05.09.1979 in Sonarpur Sub–Registry Office and recorded therein its Book No.– 1, Volume No.– 52, Pages from 49 to 53 , Being No.– 3270 of 1979, said Parimal Kanti Guha thus got unencumbered possession over said 4(four) Cottah of land and become absolute owner of said land.

AND WHEREAS said Parimal Kanti Guha during his lifetime for his legitimate need of money sold , transferred and conveyed said 4(Four) Cottah of land in favour of one Bandana Baidya vide a registered Deed of Sale which was registered in Additional District Sub–Registry Office at Sonarpur on 24.06.1999 and said deed got recorded therein its Book No.– 1, Volume No. – 24, Pages from 294 to 299 , Being No.– 1361 for the year 1999.

AND WHEREAS said Bandana Baidya during her lifetime sold , transferred and conveyed said 4(four) Cottah of land in favour of Sanghamitra Roy Chowdhury and Monisankar Roy Chowdhury jointly vide a registered Sale Deed which was registered in D.S.R–IV , Alipore in the year 2015 and recorded therein its Book No.– 1, Volume No.– 1604 , Pages from 74743 to 74769 , Being No.– 6864 for the year 2015 and said Sanghamitra Roy Chowdhury and Monisankar Roy Chowdhury got unencumbered possession upon said 4(Four) Cottah of land and also mutated their names with L.R Records of Rights under L.R Khatian No.– 5451 and 5452 respectively .

AND WHEREAS Sanghamitra Roy Chowdhury and Monisankar Roy Chowdhury after following all statutory rules they converted said 4(Four) Cottah of land from Shali to Bastu vide order **dated 11.08.2022** passed by the competent statutory land authority “Office of the Block Land & Land Reforms Office” vide Conversion Case No.– **C.N/2022/1615/5641 and C.N/2022/1615/5644.**

AND WHEREAS as there was certain mistakes and or errors crept in Deed No.– 6864 of 2015 said Sanghamitra Roy Chowdhury and Mani Sankar Chowdhury executed a Deed of Declaration dated 08.12.2023 which got registered in Additional Sub–Registry Office, Sonarpur and recorded therein as Deed No.– 9689 for the year 2023.

AND WHEREAS during their lifetime said Sanghamitra Roy Chowdhury and Mani Sankar Chowdhury sold, transferred and conveyed said 4(Four) Cottah of land in favour of Anup Chatterjee , son of late Kalipada Chatterjee, a resident of Natunpally Middle Road , P.O + P.S– Sonarpur, Kolkata– 700150 vide a registered Deed of Sale which was registered in Additional District Sub–Registry Office, Sonarpur on 08.12.2023 and recorded therein its Book No.– 1, Volume No.– 1608, Pages from 194119 to 194135 , Being No.– 9692 for the year 2023 and said purchaser got absolute possession over the said 4(Four) Cottah of land.

AND WHEREAS after purchase of the said 4(Four) Cottah of Bastu land in R.S and L.R Dag No.– 1772, Mouza– Sonarpur , J.L No.– 39 which is morefully described in the schedule below said Anup Chatterjee, the Vendor herein mutated his name with the Municipal Assessment Registers of the Rajpur-Sonarpur Municipality bearing Holding No.– 1112, Natunpally(Purba), Ward No.– 12, Rajpur Sonarpur Municipality and said Anup Chatterjee also recorded his name in L.R Records of Rights of Mouza– Sonarpur , J.L No.– 39 under L.R Khatian No.– 6830 against R.S and L.R Dag No.– 1772.

AND WHEREAS said Anup Chatterjee the Land Lord/Vendor/Developer herein after complying all statutory rules and regulations of Rajpur-Sonarpur Municipality obtained necessary Building

Plan bearing **Sanction building plan No.– ‘SWS–OBPAS/2207/2024/0663’, dated 03/04/2024,** for the construction of a III Storied Residential Building from Rajpur Sonarpur Municipality upon the said 4(Four) Cottah of Bastu land which is known under the name and style “**SERENE TEMPLE CITY PHASE-II**” more-fully described in the **SCHEDULE – ‘A’** below.

AND WHEREAS Anup Chatterjee (Land Lord/Vendor/Developer), herein has started/completed the process of construction of the said III Storied Residential Building within the said Holding No.–1112, Natunpally(Purba), P.O. & P.S.– Sonarpur, Ward No.– 12, under Rajpur-Sonarpur Municipality, in accordance with sanctioned Building plan, Building Rules and other provisions of Rajpur Sonarpur Municipality.

AND WHEREAS Purchaser/Purchasers have inspected the construction of the said building thoroughly and examined and checked the title of the Vendor and also the sanctioned plan and have become satisfied fully about the marketable right of the Vendor in respect of all that piece and parcel of a self-contained residential Flat No. ---- measuring carpet area --- sq. ft. built-up area ---- sq. ft. Super Built-up area ----sq. ft. be the same a little more or less situated on the ----- side of the -----Floor of the said III storied building, hereinafter referred to as the “said Flat” morefully and particularly described in the **SECOND SCHEDULE** hereunder written lying and situated on the land which is fully described in the **FIRST SCHEDULE** hereunder written

AND WHEREAS the Vendor has assured and informed the Purchaser/Purchasers that their title in respect of the said property is free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition, whatsoever.

AND WHEREAS by virtue of an agreement for sale dated ----- made between the Purchaser/Purchasers herein and the Vendor herein, the Purchaser/Purchasers herein agreed to purchase said Flat No. ---- measuring more or less carpet area --- sq. ft. built-up area ---- sq. ft. Super Built-up area ----sq. ft. situated at ----- side on the -----Floor more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written together with undivided proportionate indivisible and impartible share of the land morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written together with the right to use the other common areas and facilities attached to the said property, free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition whatsoever, but subject to observance of the terms and conditions and covenant hereunder written for and at a consideration price of Rs. ----- (Rupees-----) only and the Vendor agreed to such proposal being satisfied as the same was the highest market price.

AND WHEREAS in terms of the said agreement, the Vendor herein have agreed to sell and transfer one–self-contained Flat no. ----- situated at the -----side on the ----- Floor, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and delineated in the Map or Plan annexed hereto bordered with **RED** colour, of the said building at a total agreed consideration of Rs. ----- (Rupees-----) only together with proportionate share of land soil underneath and for whereupon the said building has been erected or constructed together with the right of common space, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient of its exit and entrance, maintenance for common use, motor pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection and the description of common facilities and common enjoyment and common parts and areas and rights, which has been mentioned more fully and particularly in the **THIRD SCHEDULE** hereunder written with lawful aforesaid consideration price, and also undertake to pay all the common charges, fees, duties, levies, rents, impositions, outgoings etc. as may be required for the purpose of the said flat and also for purposes of the said building with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

NOW THIS INDENTURE WITNESSETH that In pursuance of the said agreement and in consideration of the said sum of Rs.----- (Rupees-----) only trust paid by the purchaser to the Vendor in the manner stated in the memo of consideration hereunder written, the receipt whereof the Vendor hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the purchaser as well

as the said flat along with the proportionate undivided un-demarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Vendor/Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT one self-contained Flat No.----- containing a carpet area --- sq. fit. built-up area ----- sq. ft. Super Built-up area -----sq. ft. situated at ----- side, on the ----- Floor, of the said III storied building of Holding No.-1112, Natunpally(Purba), Ward No.-12 of Rajpur Sonarpur Municipality, P.S.- Sonarpur, District-South 24 Parganas which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat together with the undivided proportionate share of the land underneath together with easements, rights thereto and other

rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor upto and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/Purchasers and the other co-owners TO HAVE AND TO HOLD the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat No. ---- situated at - ----- side, on the -----Floor, of the said III storied building(**SERENE TEMPLE CITY PHASE-II**) having right to use, occupy, own possess the said flat as mentioned in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the purchaser/purchasers paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and other outgoings so long separate assessment is not made for the said flat in the name of the purchaser/purchasers.

The Vendor/Developer do hereby covenant with the purchaser/purchasers as follows:-

1. **NOTWITHSTANDING**, anything hereinbefore done or suffered to the contrary. the Vendor/Developer have good and absolute right, title and authority to grant, convey, transfer, assign and assure the said all that piece and parcel of flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with facilities as described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the purchasers in the manner aforesaid and that the Vendor/Developer has not done or suffered knowingly from anything whereby the said flat may be encumbered, affected or impeached in estate, title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court or revenue authority.
3. That the purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from any out of the said flat without any hindrance, interruption, claim, disturbances or demand from or by the Vendor or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, 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 Vendor/Developer and if any portion of any tax, impositions etc. be found to have remained nonpaid for the period as mentioned above, liability shall be recoverable from the date to delivery of possessions unto the purchasers and the purchasers shall pay the entire taxes and outgoings in respect of the said flat.
5. The Vendor/Developer 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 in the extent of description or other particulars of the said property.
6. The Purchaser, and his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, mortgage, sell, convey and assign the said flat.

7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. save and except the place reserved for the said purpose.
8. The Purchaser/Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their taxes are separately assessed by the Rajpur Sonarpur Municipality.
9. That the Purchaser shall not store any inflammable article, fireworks install any machineries, electrical motor and/or start any Commercial business in the said flat which may cause sound pollution /air pollution, smoke etc. to the occupant of the other flat in the building.
10. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.
11. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners herein including proportionate share of the assessed amount by the Rajpur Sonarpur Municipality and Land revenue.
12. The Purchaser have declared that they have no claim in respect of the other constructed area or other saleable spaces in the premises, save and except the flat hereby conveyed and common area and common facilities specified by the Vendor/Developer herein.
13. The Purchaser also declares that the exclusive right of the Vendor shall remain for any addition or modification or commercial exploitation to construct the said building with prior permission of the Rajpur Sonarpur Municipality except the flat hereby conveyed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the said Land \ Entire Property)

ALL THAT the piece and parcel of Bastu Land measuring more or less **4 Cottah of Bastu Land** situated at Mouza– Sonarpur, J.L. No.– 39, R.S. Khatian No.– 501, L.R. Khatian No.– 6830 corresponding to R.S. & L.R. Dag No.– 1772, Holding No.– 1112, Natunpally(Purba), Ward No.– 12 under Rajpur Sonarpur Municipality, P.S.– Sonarpur, District– 24 Parganas South.

THE PROPERTY IS BUTTED AND BOUNDED BY:

ON THE NORTH: Land of R.S. Dag No. 1772(P).

ON THE SOUTH: Land of R.S. Dag No. 1772(P).

ON THE EAST: Land of R.S. Dag No. 1772(P).

ON THE WEST: By 12 Feet Wide Municipal Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat agreed to be sold)

ALL THAT a self-contained Flat being **Flat No** ----- on ---- **Floor in** ----- **side**, measuring -----**Sq. Ft. Carpet Area**, ----- **Sq. Ft. Built –Up Area**, -----**Sq. Ft. Super Built-up Area** more or less consisted of -----Bed Rooms, Dining Room, one Kitchen, Two Toilets and a Balcony in the said new III storied building constructed upon the land more fully described in the **FIRST SCHEDULE** herein above **TOGETHER WITH** the undivided proportionate impartibly share in land and right of easement on the common passage and right of common areas & facilities of the said building **SERENE TEMPLE CITY PHASE-II, which is morefully described in THIRD SCHEDULE herein under.**

ON THE NORTH: -----

ON THE SOUTH: -----

ON THE EAST: -----

ON THE WEST: -----

---:THE THIRD SCHEDULE ABOVE REFFERED TO: ---

PART – I

(Common Parts and portions)

- a) Staircase from ground Floor to top floor, ultimate roof of the building.
- b) Landing/hand railing and other fixture installed in the staircase.
- c) Common passage for ingress and egress from main Municipal Road to the building.
- d) Sewerage, septic tank, drainage, electric connections, connected installations in the building.
- e) Overhead and underground Reservoirs, Motor Pump, Water Supply, Water eviction pipes, fittings save and except the installations made inside the said flat.
- f) Foundations, columns and outside walls of the building including the boundary walls of the entire premises.
- g) All electrical installations, common Electric Meter Space, fixture, fittings in respect of the entire building as would be specified by the Developer/Vendor. Such other equipment's, installations, fixtures and fittings in respect of entire building/premises as would be specified by the Vendor from time to time.

PART – II

(The Easements)

- 1) Rights of vertical and lateral supports;
- 2) Rights of using the common passage and utility of the common installations, e.g. water, electricity etc.
- 3) Rights of passage of electrical, water, telephone and other cables and pipes through every part of the Building including all the units therein.
- 4) Rights of entry with reasonable notice for the Purpose of repair and maintenance of any unit in the building provided in emergent circumstances such rights can be enjoyed without any notice.
- 5) Rights of entry and do the necessary works for repainting, repairs, renovation of every part of the Building over each of the Unit therein.
- 6) Rights of common enjoyment of all common paths, and common portions in the premises and in the building including the right to go the terrace for the purpose of maintaining and managing the common parts.
- 7) None of the parties will be entitled to block any passage or to alter any common passages, which includes the Vendors, other flat owners, including the purchaser herein in the said building at the said premises.

----:THE FOURTH SCHEDULE REFERRED TO ABOVE: -----

(The Common expenses and maintenance of the building)

- a)The Expenses for maintenance, operating, re-white washing, re-painting, redecorating and lighting the common portions including the outer walls of the building and boundary walls, water pump with motor etc.
- b) The salaries and other expenses for all persons employed for the common purpose.
- c) All charges and deposits for supplies of common utilities;
- d) Municipal and other rates, taxes and levies and all other outgoing save those separately assessed or incurred in respect of the Unit/Flat.
- e) Cost of establishment and operations of the Association relating to the Common Purpose.
- f) Litigation expenses incurred for the common purposes.

g) Office administrative over-head expenses incurred for maintaining the officer for Insurance of the Building.

h) The Purchaser at his/her own costs and expenses will make emergency repair if it relates to his Unit/Flat and bear proportionate costs and expenses if it relates to the common areas and facilities to prevent any damage of the Building.

AND the other expenses and outgoings as deemed by the Vendors or by the Association upon its formation and taking over maintenance and management of the building as necessary or incidental for the common purpose including for creating a fund for replacement, renovation, repainting and/or periodic repainting of the common portion or areas. The Purchaser shall have to bear proportionate maintenance cost even if he rents or remains absent from the flat.

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

SIGNED, SEALED AND DELIVERED

By the VENDOR/DEVELOPER above named

In the presence of:-

1.

SIGNATURE OF THE VENDOR/DEVELOPER

2.

SIGNATURE OF THE PURCHASER

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs. -----** --(----- **only**) out of total consideration of **Rs. -----** ----- for sale of the said ----- **on ----- Floor in ----- side**, at the said Holding No.- 45 as per Memo below:

MEMO OF CONSIDERATION

Date	Mode	Amount
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(Rupees ----- only)

Witnesses:

1.

SIGNATURE OF VENDOR/DEVELOPER

2.