

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made day of , 2023;

BETWEEN

(1)SRI SUKANTA MAJI, (PAN – ICGPM7172D, AADHAAR – 2508 3779 4759), son of Nepal Maji, by faith Hindu, by Occupation Service, residing at Bhojan, Rashpur, P.O. Rathtala, P.S. Amta, Pin – 711401, District - Howrah, **(2) SRI SUBIR KUMAR PATRA, (PAN – AFTPP6528A, AADHAAR – 7039 0608 4997),** son of Sridam Patra, by faith – Hindu, by occupation – Business, residing at 17A, Sitalatala Lane, P.O. & P.S. Narkeldanga, Kolkata - 700011 hereinafter referred to and called as the **“LAND OWNERS”** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include all his respective legal heirs, executors, representatives, administrators and/or assigns) of the **FIRST PART;**

A N D

M/S KRISHNA CONSTRUCTION, a sole proprietorship firm having its office at 158, Mukhtaram Babu Street, P.O. Burrabazar, P.S. Jorasanko, Kolkata – 700007, duly represented by the Proprietor, **SRI SUSHIL SHARMA, (PAN- APBPS6517A, AADHAAR – 2368 2188 9577),** son of Late Mahabir Prasad Sharma, by faith - Hindu, by occupation - Business, working for gain at 158, Mukhtaram Babu Street, P.O. Burrabazar, P.S. Jorasanko, Kolkata – 700007, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, executors, administrators, legal representatives and assign) of the **SECOND PART;**

AND

MR/MRS., (**PAN** -, **AADHAAR** -, son/wife of, by faith -, by occupation -, residing at, P.O., P.S., Pin -, District - hereinafter called and referred to as the “**PURCHASER**” (which terms or expression shall unless excluded by or repugnant to the demand to mean and include in his/her heirs, executors, successors, representatives, administrators and assigns) of the **THIRD PART**.

WHEREAS by virtue of a Deed of Sale written in Bengali dated 09.02.2008, registered at the office of A.R.A. – I, Kolkata and recorded in Book No. I, CD Volume No. 2, Page from 2411 to 2422, Being No. 00769 for the year 2014, the said joint owners herein purchased the piece and parcel of land measuring 4 Cottahs more or less with the kancha structure having tin shed admeasuring 150 sq. ft. situated at 16E, Sitalatola Lane, P.S. Narkeldanga, Kolkata – 700011, comprised in Holding No. 133, Division no. 3, Sub-Division 12, Touzi No. 1298/2833, ADSR office at Sealdah within the jurisdiction of Kolkata Municipal Corporation, ward No. 30 in the District South 24 Parganas from one Alok Ranjan Nayek, son of Late Bijay Krishna Nayek of 184, ray bahadur Road, Flat 1C, Second Floor, P.S. Behala, Kolkata – 700034, District North 24 Parganas, and which is morefully described in the First Schedule hereunder.

AND WHEREAS the said joint owners absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property.

AND WHEREAS the said joint owner obtained mutation certificate in respect of the said property from Kolkata Municipal Corporation and recorded their names jointly thereon being the Assessee No. 110301600227 and this is as per Mutation Certificate dated 31.03.2014

to make any requisition or raise any objection thereto and paid the sum of Rs. (.....) only as an advance and entered into an Agreement for sale on.....202..

NOW THIS DEED OF INDENTURE WITNESSETH:-

That in pursuance of the said Agreement and in consideration of the said sum of Rs. (.....) only paid by the purchaser/s to the Owner/Vendor/Developer particulars of which are mentioned hereunder, the owners/developers also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof for ever acquit, release and discharge the purchaser/s the said flat/garage/shop being No. , side, on thefloor measuring sq. ft. more or less super built up area consisting of Bedroom/s, One Kitchen, One Dining, ... Toilet/s, Veranada/s together with the undivided proportionate share or interest in the land underneath along with common portions and easements and other rights lying and situated at in 16E, Sitalatola Lane, P.S. Narkeldanga, Kolkata – 700011, comprised in holding No. 133, Division no. 3, Sub-Division – 12, Touzi No. 1298/2833, ADSR Office, Sealdah, within the Jurisdiction of Ward no. 30, Kolkata Municipal Corporation, under Assessee No. 110301600227 and Owners/Vendors/Developers do hereby grant, convey, his/her/their ownership entitlement, right, title, interest in the piece or parcel of undivided proportionate impartible share or interest in the land underneath of the said building in which the said building is situate being more fully described in the First Schedule hereunder written together with the said flat/garage/shop on the floor measuring about **sq.ft.** super built up area be the same a little more or less mentioned in the Second Schedule hereunder together with the common parts and common portions in common with the other co-owners of the said building more fully and particularly described in

the Third Schedule hereunder written and referred to as common parts and also to use the portions with the co-owners for the purpose of egress to and from the Municipal Road and other purposes together with the rents, issues and profits and in connection with the undivided impartible and/or proportionate share or interest in the land underneath the said building of the said unit and all the rights, title and interest, property, demands and claims into out of or upon the said undivided proportionate impartible share of land and/or intended so to be and every part thereof respectively together with the rights and appurtenances whatsoever free from all encumbrances, trusts, liens, attachments whatsoever (save those expressly mentioned herein) and together with easements and other stipulations and provisions more fully and particularly described hereunder written and mentioned and referred to as the easementary rights in connection with the beneficial use and enjoyment of the said undivided proportionate impartible share or interest of the said land and as mentioned as hereunder written and common parts and common portions and easement rights in common as aforesaid and the unit hereby granted to the purchaser/s sold, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever including unfettered right of transfer by way of sale, mortgage, gift, lease and/or rents or otherwise.

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

The interest in which the Vendors/owners/developers intend to transfer subsists and that they has good right, full and absolute authority to grant, convey, transfer, assign and assure her respective rights and interest in the said aforesaid flat/garage/shop with other common parts and common portions easements rights, electrical installations and parts, paths, passages and all other properties and rights in the said land and building

hereunder granted, conveyed, transferred, assigned and assured unto the purchaser/s in the manner aforesaid.

It shall be lawful for the purchaser/s from time to time and at all times hereinafter to enter into and upon the building enjoy the said unit and undivided proportionate impartible share in the said land including the common parts, common portions, easements, rights, electrical installations and common parts, paths, passages in the said building and every part thereof and to receive the rents, issues, profits thereof without any interruptions, disturbances, claims and/or demands whatsoever from or by the Vendors/Developers or any of his or any person or persons claiming through or in trust for them.

The said unit and the undivided proportionate impartible share of the said land including the common parts and common portions, electrical installation and other common parts, passages and all other properties hereby conveyed in the said building and freed and discharged from and against all manner of encumbrances, trusts, lis-pen-dens etc. whatsoever save those expressly mentioned herein. The Vendors/Developers shall from time to time and at all times hereinafter upon every reasonable request and at the costs and expenses of the purchaser/s make to acknowledge execute and perfect all such further and other all lawful and reasonable acts, deeds and/or more perfectly and the said unit and the undivided impartible proportionate share of the said land including the common parts and common portions and easement rights, electrical installation and other common parts thereof unto the purchaser in the manner aforesaid and as shall or may be reasonably required.

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

(a) That the purchaser/s shall use the said flat/garage/shop on the floor measuring about sq. ft. super built up area little more or less for residential/parking/commercial purpose only.

(b) That the Purchaser/s shall do likewise pay from the date of the possession of the said unit the proportionate shares of the consolidated Municipal Taxes which shall be payable from time to time and all other impositions including the betterment fees, if any in that behalf which shall be decided between the Purchase/r and all other Purchaser/s and/or owner and/or co-owners of the said multi storied building.

(c) That the Purchaser/s shall be members of Association to be formed consisting of all the Purchaser/s and/or occupiers of the units for the purposes of their management, administration, maintenance and up keep of the said premises and bound to abide by all norms and rules of the Association to be formed.

(e) That the building shall be known and called as “.....”

THAT THE PURCHASER/S SHALL DO THE FOLLOWING:-

1) To keep at his/her/their own costs and expenses the said unit and every part thereof and all fixtures and fittings therein in good repair and in the best of conditions and as a decent and respectable place for residential purpose.

2) To use the said unit and all common parts and all common portions carefully and peacefully in the manner reasonably required and indicated hereinafter in the rules and regulations framed by the Association for the user thereof.

3) To use all the paths, passages those reserved hereunder by the Vendors/Developers only for the purpose of egress and ingress and for no

other purposes whatsoever unless permitted by the Confirming party and Association upon its formation.

- 4) To use the said unit for residential/parking/commercial purpose.
- 5) To pay monthly proportionate maintenances charges with the other co-owners of the said building regularly and punctually.
- 6) To mutate their name in respect of the Second Schedule property in the records of the Baranagar Municipality and other authority or authorities.

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the entire property)

ALL THAT the piece and parcel of land measuring 4 Cottahs more or less with the underconstruction Multi-storied building lying and situated at 16E, Sitalatola Lane, P.S. Narkeldanga, Kolkata – 700011, comprised in holding No. 133, Division no. 3, Sub-Division – 12, Touzi No. 1298/2833, ADSR Office, Sealdah, within the Jurisdiction of Ward no. 30, Kolkata Municipal Corporation, under Assessee No. 110301600227 in the District 24 Parganas (South) and butted and bounded as follows:-

On the North – Premises No. 16D, Sitalatola Lane

On the East - Sitalatola Lane

On the South - Sitalatola Lane

On the West – Premises No. 16G, Sitalatola Lane

SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF FLAT/GARAGE/SHOP)

ALL THAT Flat being No., on the Floor, side measuring about sq. ft. more or less super built up area consisting Bed Room, Kitchen cum Dining, Veranda and Toilet, lying and situated at 16E, Sitalatola Lane, P.S. Narkeldanga, Kolkata – 700011, comprised in holding No. 133, Division no. 3, Sub-Division – 12, Touzi No. 1298/2833, ADSR Office, Sealdah, within the Jurisdiction of Ward no. 30, Kolkata Municipal Corporation, under Assessee No. 110301600227 in the District 24 Parganas (South), TOGETHER WITH undivided proportionate share and interest of the land described in the schedule “A” hereinabove written with common parts, paths, portions and easements right of the said premises

THE THIRD SCHEDULE ABOVE REFERRED TO :-

(COMMON RIGHTS)

1. Land under the said building described in the first schedule.
2. All side spaces, back spaces, paths, passages, drain ways in the said building.
3. General lighting of the common portions.
4. Drain and sewers from the building to the municipal connection drain and/or sewerage.
5. lift
6. Stair case Landing.
7. Common septic tank.
8. Common water pump.
9. Common tube well.
10. Common underground and overhead Reservoir.
11. Water & Sewers evacuation from the pipes of the units to drain and sewerages common to the said building.

THE FORTH SCHEDULE ABOVE REFERRED TO:-

(COMMON EXPENSES)

PROPORTIONATE TO AREA OF OWNERSHIP

1. All costs of maintenance, operating replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts, roof and also the outer walls of the said building.
2. All charges and deposit for supplies of common utilities.
3. Municipal taxes and other outgoing save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the title of the said land and building.
6. All other expenses and outgoing as are deem by the vendor and the purchasers to be necessary or incidental for and regulating interest the rights of the purchasers.
7. All expenses referred above shall be borne and paid proportionately by the owner and co- purchasers on and from the date of making over possession of their respective portion.

THE FIFTH SCHEDULE ABOVE REFERRED TO :-

EXPENDITURE RELATING TO SECURITY DEPOSIT

FROMATION EXPENSES ETC.

1. For security deposit for electric connection to the building.
2. For formation and subscription of the share of the association.

3. For common expenses equivalent to months agreed expenses.

4. For Municipal rates and taxes.

Save and except this agreement no agreement and / or oral representation between the parties hereto exists or will have any validity.

IN WITNESSES WHEREOF the parties above named have put their respective hands the day, month and year first above written.

SIGNED and delivered by the

VENDORS /DEVELOPERS at Kolkata in the

Presence of:-

1)

SIGNATURE OF THE VENDORSS/ OWNER

2)

SIGNED AND DELIVERED by the

PURCHASER/S at Kolkata in the

Presence of :-

1) **SIGNATURE OF THE PURCHASER/S**

2)

RECEIVED from the Purchaser/s a sum **Total** Rs. (.....)
only as full consideration money of the Second Schedule mentioned
Flat/garage/shop as per memo below :-

45, Rai Mohan Banerjee Road ,
Kolkata -700108.