

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the _____ day of _____,

Two Thousand Twenty Four (2024)

BETWEEN

SRI SIDDHARTHA DAS, (PAN: ADOPD6161A), (Aadhaar No. 2427 9499 5812), son of Late Harendra Nath Das, by faith: Hindu, by nationality - Indian, by occupation - Business, residing at 25/1, Diamond Harbour Road, Police Station - Thakurpukur, Kolkata 700008, District South 24 Parganas, hereinafter called and referred to as the “**OWNER**”, (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:**

The aforesaid Owner herein, is represented by his Constituted Attorney **LIVING SPACE** a proprietorship concern, having its registered office at 1/9A, Dover Lane, Police Station - Gariahat, Kolkata - 700 029 represented by its Proprietor **SRI. ANIKET SINGH, (PAN: JGVPS8146D), (Aadhaar No. 4718 9943 6172)**, son of Sri Sanjay Singh, by faith: Hindu, by nationality Indian, by occupation Business, residing at 549, “N” Block, New Alipore, Police Station - New Alipore, Kolkata - 700 053,, vide a registered Development Power of Attorney which was duly executed on 17.07.2023 and registered in the office of DSR-V, South 24 Parganas at Alipore, and recorded in Book No. I, Volume No. 1630-2023, Pages from 61866 to 61880, Being No.163002148 for the year 2023.

-AND-

LIVING SPACE a proprietorship concern, having its registered office at 1/9A, Dover Lane, Police Station - Gariahat, Kolkata - 700 029 represented by its Proprietor **SRI ANIKET SINGH, (PAN: JGVPS8146D), (Aadhaar No. 4718 9943 6172)**, son of Sri Sanjay Singh, by faith: Hindu, by nationality Indian, by occupation Business, residing at 549, "N" Block, New Alipore, Police Station - New Alipore, Kolkata - 700 053, hereinafter called and referred to as the "**DEVELOPER**" (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 **SECOND PART** :

-AND-

....., (**PAN** -),
, by faith -Hindu, by occupation -,
 residing at, P.O.-, P.S.-
, Kolkata -700, hereinafter called and
 referred to as the "**PURCHASER**" (which expression shall unless excluded
 by or repugnant to the context be deemed to mean and include his/her
 respective heirs, executors, administrators, successors, legal
 representatives and / or assigns) of the **THIRD PART** :

WHEREAS by a Deed of Conveyance in Bengali language bearing date 26/11/1998, made between Sri Sachindra Nath Chanda, therein described as the Vendor (Kobala Data) and Sri Siddhartha Das, therein

described as the Purchaser (Kobala Grahita), the Sri Satindra Nath Chanda for the consideration mention therein sold, conveyed, transferred, assigned and assured in favour of Sri Siddhartha Das **ALL THAT** piece and parcel of land measuring an area 03 Cottah, 12 Chittack be the same a little more or less together with Tile shed structure thereon measuring an area 300 Sq. ft. comprised in Mouza: Sarkelat, J.L. No. 14, R.S. No. 178, Touzi No. 23, 26, 31 under C.S. Khatian No. 11, R.S. Khatian No. 3099, in C.S. Dag Nos. 196 and 205, in R.S. Dag No. 196/637 and 205/604, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) under Ward No. 123, at Municipal Premises No. 68A, Diamond Harbour Road, being Assessee No. 41-123-06-0068-9, Police Station - Behala now Thakurpukur, A.D.S.R. - Behala, in the District of South 24 Parganas, morefully described in the Schedule hereunder written. **That deed was registered at the office of the A.D.S.R at Behala and recorded in Book No. I, Volume No. 71, Pages 33 to 42, Being No. 3029 for the year 2000.** By virtue of that deed said Siddhartha Das became the sole and absolute owner of the property mentioned in Schedule 'A' hereunder.

AND WHEREAS after the purchase as aforesaid the said Siddhartha Das duly mutated his name in the records of the Kolkata Municipal Corporation and paying taxes thereon. **The land is marked as KMC**

Premises No. 68A, Diamond Harbour Road vide Assessee No. 41-123-06-0068-9.

AND WHEREAS the aforesaid Siddhartha Das the Owner herein, desirous to develop his aforesaid landed property by constructing a multi storied building on the said plot of land, so, he engaged a developer **LIVING SPACE** a proprietorship concern, having its registered office at 1/9A, Dover Lane, Police Station - Gariahat, Kolkata - 700 029 represented by its Proprietor **SRI ANIKET SINGH, (PAN: JGVPS8146D), (Aadhaar No. 4718 9943 6172)** son of Sri Sanjay Singh, by faith: Hindu, by nationality Indian, by occupation Business, residing at 549, "N" Block, New Alipore, Police Station - New Alipore, Kolkata - 700 053 and entered into a registered Bengali Development Agreement with the aforesaid Developer **on 21st day of November, 2022 and the said Development Agreement was duly registered in the office of DSR-IV, South 24 Parganas at Alipore and recorded in Book No. I, Volume No. 1604-2022, Pages 392227 to 392285, Being No. 160413424 for the year 2022.**

AND WHEREAS the said Owner, also executed a registered Development Power of Attorney in favor of the said developer which was duly executed on **17.07.2023 and registered in the office of DSR-V, South 24 Parganas at Alipore, and recorded in Book No. I, Volume No. 1630-2023, Pages from 61866 to 61880, Being No.163002148 for the year**

2023 for smooth construction of the said building and to sell the Developer's allocation.

AND WHEREAS after entering the registered Development Agreement and empowered by the registered Development Power of Attorney, said Developer submitted and obtained a Building Plan being No..... datedfor constructing the said multi storied buildings on the said plot of land.

AND WHEREAS the purchaser hereabove with full satisfaction has decided to purchase a flat in the said building mentioned in schedule 'a' hereunder and the flat is specifically described in schedule 'B' (under developer's allocation) hereunder and accordingly approached the developer to purchase it and agreement for sale was signed between the parties on which was duly registered in the office of and recorded in Book No.I, Volume No., pages to, being no. for the year 2024.

NOW THIS INDENTURE WITNESSETH in consideration of the sum of **Rs...../- (Rupees)** only being the lawful money of the Union of India truly paid by the Purchasers to and the Developer herein as per the Memo of

Consideration below, the receipt whereof the and the developer do hereby admit and acknowledge and the Developer along with Vendors do hereby grant, convey, transfer, assign and assure unto the said Purchasers free from all encumbrances **ALL THAT** piece and parcel of the self contained residential flat in the side on the floor of the multi-storied building measuring about **sq.ft built-up area** consisting of Bed rooms, Kitchen-cum-Dining and Toilet, within the limit of the Kolkata Municipal Corporation (S.S. Unit) under Ward No. 123, at Municipal Premises No. 68A, Diamond Harbour Road, being Assessee No. 41-123-06-0068-9, Police Station - Behala now Thakurpukur, Kolkata – 700 008, A.D.S.R. Behala, in the District of South 24 Parganas more fully described in the **SCHEDULE “B”** hereunder with half of the depth in all the joints by and between the floor, with full ownership together with the undivided proportionate share and interest in the land underneath the said Flat as described in the **SCHEDULE “B”** hereunder and more fully depicted in the sketch map annexed hereto marked with **RED BORDER** whatsoever the Vendors and developer have or had in the said property free from all encumbrances, attachments, charges, liens, lispens, suits and proceedings, in any manner whatsoever excepting the right of demolition or committing waste and **TO HAVE AND TO HOLD** the said property hereby conveyed to the Purchaser absolutely and forever and that the Vendors and developer do hereby grant, transfer, convey, release and

assign unto the Purchasers the said **ALL THAT** piece and parcel of the self contained residential flat in the side on the floor of the multi-storied building measuring about **sq.ft built-up area** consisting of Bed rooms, Kitchen-cum-Dining and Toilet, within the limit of the Kolkata Municipal Corporation (S.S. Unit) under Ward No. 123, at Municipal Premises No. 68A, Diamond Harbour Road, being Assessee No. 41-123-06-0068-9, Police Station - Behala now Thakurpukur, Kolkata - 700 008, A.D.S.R. Behala, in the District of South 24 Parganas together with the undivided proportionate share and interest in the land underneath the said flat more fully and particularly described in the **SCHEDULE "B"** hereunder and more fully delineated in the sketch map annexed hereto hereby granted, sold, transferred, conveyed, released, assigned, confirmed absolutely, expressed or intended so to be unto and to the use of the Purchasers absolutely and forever free from all encumbrances and the Purchaser may and shall at all times hereafter peaceably and quietly possess each and every part thereof without any lawful interruption from any quarter and the Vendors and the Developer doth hereby covenant with the Purchasers that notwithstanding any act, deed, matter or thing by the Vendors and developer made, done or executed or knowingly suffered to the contrary and the Vendors and developer have now good right, full power and absolute authority to grant, transfer, convey, release, confirm and assign the said flat together with the undivided proportionate share and interest

in the land underneath the said flat hereby granted, sold, transferred, conveyed, released, assigned and confirmed expressed or intended so to be unto and to the use of the Purchasers absolutely and forever in the manner aforesaid and the Vendors / developer and all persons having lawfully and/or equitably claiming any estate or inheritance in the said piece and parcel in the undivided proportionate share and interest in the land in respect of the said flat and all other easements and appurtenances hereby granted, transferred, sold, assigned, conveyed and released in favour of the Purchasers herein more fully described in the **SCHEDULE "B"** hereunder and more fully depicted in the sketch map annexed hereto hereby granted, sold, transferred or in trust or the Vendor and developer shall and will from time to time and at all times hereafter at the requests and costs of the Purchasers shall do and execute and cause to be done and executed all such further or other acts, deeds, matters or things further or more perfectly assuring the said floor flat unto and to the use of the Purchasers in the manner aforesaid as the Purchaser shall and may reasonably require in terms of the provisions of the West Bengal Apartment Ownership Act and the Vendors and developer further covenant to the said Purchaser that the Vendors and developer shall keep the Purchasers indemnified against all encumbrances, charges, liens, lispendens, suits and proceedings in any manner whatsoever, made, done or created if any by the Vendors and developer or any other person or persons on his behalf and in the event of

any difficulties as may be found or discovered by the Purchasers relating to the title of the Vendors, the Vendors and developer shall be liable for all damages, losses, as would be sustained by the Purchaser on this account and shall make good the loss to the Purchaser and the parties hereby agree and declare as follows:-

1. That the Purchasers shall be liable to pay directly to the authorities or contribute in proportion to the area of the flat hereby conveyed to the Purchasers towards the payment of Municipal taxes and other outgoings payable in respect of the said flat hereby conveyed in favour of the Purchasers and the Purchasers also undertakes to pay all proportionate maintenance and upkeep of the common areas and facilities proportionately.
2. The Purchasers shall have full and absolute proprietary right such as the Vendors and developer derive from their title save and except that of demolition or committing waste in respect of the property describe in the **SCHEDULE "B"** hereunder in any manner so as to affected the Vendors and developer or any other co-owners who have already acquired or who may hereafter purchase or acquire similar proprietary rights as covered by this conveyance.
3. The Purchasers shall also be entitled to sell, mortgage, let out or otherwise alienate the property hereby conveyed, subject to the terms herein contained to anyone without the consent of the

Vendors and developer, or any other co-owners who may have acquired before and who may hereafter acquire any such right, title or interest similar to those acquire by the Purchasers under the terms of this conveyance.

SCHEDULE "A" ABOVE REFERRED TO :

(PREMISES)

ALL THAT piece and parcel of land measuring an area 03 Cottahs, 12 Chittacks be the same a little more or less together with Tile shed structure thereon measuring an area 300 Sq. ft. comprised in Mouza: Sarkelat, J.L. No. 14, R.S. No. 178, Touzi No. 23, 26, 31 under C.S. Khatian No. 11, R.S. Khatian No. 3099, in C.S. Dag Nos. 196 and 205, in R.S. Dag No. 196/637 and 205/604, within the present limit of the Kolkata Municipal Corporation (S.S. Unit) under Ward No. 123, at Municipal Premises No. 68A, Diamond Harbour Road, being Assessee No. 41-123-06-0068-9, Police Station - Behala now Thakurpukur, Kolkata - 700 008, A.D.S.R. Behala, in the District of South 24 Parganas, alongwith a multi storied building thereupon which is butted and bounded as follows :-

ON THE NORTH : 12'-6" wide K.M.C. Road;

ON THE SOUTH : Building of Mr. Aloke Ranjan Katwar;

ON THE EAST : 4 ft. wide common passage;

ON THE WEST : Land of Oxford Mission.

SCHEDULE “B” ABOVE REFERRED TO :

ALL THAT piece and parcel of the self contained flat in the side on the floor of the multi-storied building measuring about Sq.ft. built up area, consisting of Bed rooms, Kitchen-cum-Dining-cum-Kitchen and Toilet, together with undivided proportion share and interest of the land and the building along with all fixtures and fittings at the said newly constructed proposed building more fully and particularly described in the Schedule “A” hereinabove written which is within the limit of the Kolkata Municipal Corporation (S.S. Unit) under Ward No. 123, at Municipal Premises No. 68A, Diamond Harbour Road, being Assessee No. 41-123-06-0068-9, Police Station - Behala now Thakurpukur, Kolkata – 700 008, A.D.S.R. Behala, in the District of South 24 Parganas.

THE SCHEDULE ‘C’ ABOVE REFERRED TO

(Common area and facilities)

a. Land area.

- b. Water pump, water tank, water pipes and other common plumbing installations.
- c. Electrical wiring, meter, fittings, (including those as are installed for any particular unit), pump, pump rooms.
- d. Boundary walls and main gate.
- e. Drains and sewerage.
- f. Common passages, side passages, staircases, staircase landings.
- g. Lift.
- h. Ultimate roof of the building.
- i. Exterior walls, lateral and vertical support of the building.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Common Expenses to be borne by the Flat Owner)

- 1. Cost and expenses for maintaining, repairing, decorating etc. of the said three storied building and the said common areas and facilities to be enjoyed and used by the Flat Owner in common with other apartment Owner.
- 2. Cost of cleaning and lighting of passage, landing, staircase and other parts of the said three storied building to be enjoyed or used by the Flat Owner in common as aforesaid.
- 3. Electric Charges for the electric motor pump common lights and lift etc.

4. Cost of working and maintenance of common service such as line of filtered and unfiltered water (if any) sewerages or drains, rain water and water pipe etc.
5. Cost of consumption of water as may be charged by the Kolkata Municipal Corporation or any other authority.
6. Cost of decoration of the exterior wall of the said three storied building from time to time.
7. Salaries of Durwans, Electrician, Sweepers etc.
8. Taxes and other outgoings.
9. Such other expenses as are necessary or incidental for the maintenance and the service thereof.
10. Common expenses mean expenses for administration, maintenance, repair or replacement of the common areas and facilities and all other sums assessed against such apartment Owner by the Vendor or the said Association as the case may be.

IN WITNESSES WHEREOF THE PARTIES hereto put their respective hands and seals on the day, month and year first above written.

SIGNED. SEALED AND DELIVERED

At Kolkata in presence of

WITNESSES :-

1.

SIGNATURE OF THE OWNER
(Represented by the Constituted
Attorney of the Owner)

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

DRAFTED BY :

Advocate

MEMO OF CONSIDERATION

RECEIVED on and from the within named PURCHASER the within mentioned amount of **Rs...../- (Rupees) only** as full and final consideration money of developer’s part in respect of the said flat.

Date	RTGS/Draft	Drawn On	Amount (Rs.)
		Total	Rs...../-

(Rupees) only

WITNESSES:

1.

SIGNATURE OF THE DEVELOPER

2.