

## **DEED OF CONVEYANCE**

This Deed of Conveyance executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

By and Between

1) SRI RAJIB KUMAR DHALI, (PAN: DEGPD5669K) son of Late Sri Ajit Kumar Dhali, By Faith:- Hindu, By Occupation:- Business, By Nationality:- Indian, 2) SRI PIJUSH DHALI, (PAN: AZBPD3129R) son of Late Sri Anil Kumar Dhali, By Faith:- Hindu, By Occupation:- Business, By Nationality:- Indian, 3) SRI PALASH DHALI, (PAN: AZBPD3128Q) son of Late Sri Anil Kumar Dhali, By Faith:- Hindu, By Occupation:- Business, By Nationality:- Indian ALL residing at Chakdah Dhali Para, P.O Purba Putiary, P.S Regent Park, Kolkata-700093, hereinafter in these presents for the sake of brevity called, referred to and identified as the "Owners" (which term and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean, imply and include their respective legal heirs, legal representatives, executors, administrators and assigns) of the FIRST PART.

The owner is represented through his Constituted Attorney namely M/s JOY MALYA ENTERPRISE (PAN: BZWPD2360Q) A Proprietorship firm, and represented by its proprietor Sri Joy Prakash Das, by dint of a Development Power of Attorney dated 19-09-2018, copied in Book No. I, Volume no. 1605-2018, Page no. 204469 to 204495, Being No. 160506328 for the year 2018, registered at District Sub-Registrar office of A.D.S.R Alipore.

- AND -

M/S. JOY MALYA ENTERPRISES (PAN: BZWPD2360Q) a sole Proprietorship Firm, having its office at 150, Chakdah Paddapukur (Purba Putiary), Post Office-Purba Putiary, Police Station-Regent Park, Kolkata-700093, represented by its Sole Proprietor SRI JOY PRAKASH DAS (PAN BZWPD2360Q) son of Sri Jishnu Prasad Das, by faith Hindu, by occupation Business, by Nationality Indian, residing at 150, Chakdah Paddapukur (Purba Putiary), Post Office-Purba Putiary, Police Station Regent Park, Kolkata 700093, District: South 24- Parganas, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the SECOND PART.

- AND -

1) ..... (PAN: ..... ) (AADHAAR No. ....) daughter of ....., by faith Hindu, by occupation: Business, by nationality: Indian, residing at ....., hereinafter in these presents for the sake of brevity called, referred to and identified as 'Purchaser(s)', (which term and/or expression shall unless excluded by and/or repugnant to the subject and/or context be deemed to mean, imply and include their heirs, successors, Administrators, Executors, nominees, legal representatives and assigns) of the THIRD PART.

WHEREAS one BARDA PRASAD DHALI was sole and absolute rightful owner of land measuring more or less 4 Cottakhs 2 Chittaks 19 sq.ft., together with structure standing thereon, at Mouza Chakdah, J.L. no. 44, Touzi no. 351, Khatian no.130, Dag no.543, 561, presently K.M.C Premises no.67 Chakdah Dhali Para, P.O. Purba Putiary, Police Station Regent Park, Kolkata 700093 (Assessee no.311141000670) District Sub Registry Office at Alipore, District-24 pargana(s), Kolkata municipal corporation, under ward no.114, BR-XI, the said bastu land and had been possession, enjoying and occupying the said land by erecting her dwelling structure thereon and resided with her family member safter making tiled shaded structure and after muted her name in the relevant office/s paying taxes regularly.

AND WHEREAS by virtue of a registered Deed of Sale on 29.07.1988, the said BARDA PRASAD DHALI gifted the said plot of homestead land measuring more or less 4 Cottahs 2 Chittaks 19 sq.ft., together with structure standing thereon, at Mouza Chakdah, J.L. no. 44, Touzi no. 351, Khatian no.130, Dag no.543, 561, presently K.M.C Premises no.67 Dhali Para, P.O. Purba Putiary, Police Station Regent Park, Kolkata- 700093 (Assessee no.311141000670) District Sub Registry Office at Alipore District-24 pargana(s). Kolkata municipal corporation, under ward no.114, BR-XI,, in favour of said RAJIB KUMAR DHALI son of Sri Ajit Kumar Dhali, PIJUSH DHALI son of Sri Anil Kumar Dhali, and PALASH DHALI, son of Sri Anil Kumar Dhali, all are residing at Chakdah Dhali Para, P.O. Purba Putiary, P.S Regent Park, Kolkata700093, and the said deed was duly registered in the office of the Addl. District Sub- Registrar at Alipore, recorded in Book-1, Volume No.43, pages 423 to 432, Being Deed No.2194 for the year 1988:

AND WHEREAS thereafter RAJIB KUMAR DHALI son of Sri Ajit Kumar Dhali, 2. PIJUSH DHALI son of Sri Anil Kumar Dhali, 3. PALASH DHALI, son of Sri Anil Kumar Dhali, all are residing at Chakdah Dhali Para, P.O. Purba Putiary, P.S - Regent Park, Kolkata 700093, the Owners herein, became the sole and absolute owners of ALL THAT piece and parcel of Bastu land measuring more or less 4 Cottakhs 2 Chittaks 19 sq.ft., together with structure standing thereon, at Mouza - Chakdah, J.L. no. 44, Touzi no. 351, Khatian no.130, Dag no.543, 561, presently K.M.C Premises no. 67 Dhali Para, (mailing address Chakdah Dhali Para) P.O. Purba Putiary, Police Station Regent Park, Kolkata 700093 (Assessee no.311141000670) District Sub Registry Office at Alipore, District-24 pargana(s), Kolkata municipal corporation, under ward no.114. BR-XI, which is morefully and particularly described in the Schedule 'A' hereunder written.

AND WHEREAS now the above said landed property is free from all encumbrances, charges, liens, mortgage and/or any other nature of attachments whatsoever and have no acquisition or requisition or any case pending both in Civil or Criminal nature is/are not pending in the respective learned Court(s) or elsewhere in respect of the said landed property/premises which is morefully and particularly described in the SCHEDULE "A" written hereunder and the said premises is presently under the possession of the said Owners of the One Part, no one else had or has any right, title or interest and claim whatsoever and or howsoever in respect of the said premises and the said premises is free from all encumbrances, attachments, liens, charges and/or claims and still in possession and enjoyment continued by the said Owner of the One Part

AND WHEREAS now the Owners of the One Part herein has decided to construct a multi storied building upon the above mentioned landed property measuring about 4 Cottakhs 2 Chittaks 19 sq.ft. more or less for their better beneficial use of residential accommodation and other purpose/s, but due to insufficient knowhow and paucity of time and fund the Owner of the One Part herein could not materialize the same.

AND WHEREAS by knowing the name of the said developer of the other part herein being sufficiently covenant and of adequate financial condition approached by the said Owners of the One Part to the Developer of the Other Part for making construction of a new building upon the said portion of land after demolishing the existing old structure entered into a Development agreement being no. 160506311 for the year 2018 and registered the same in the office of A.D.S.R Alipore, recorded in Book-I, Volume 1605-2018, pages 203025 to 203061 with the Developer herein. The said Owner also executed a registered Power of Attorney in favour of the Developer herein, dated 19-09-2018, copied in Book No. I, Volume no. 1605-2018, Page no. 204469 to 204495, Being No. 160506328 for the year 2018, registered at District Sub-Registrar office of A.D.S.R Alipore.

AND WHEREAS In pursuance of the said Development Agreement & Power of Attorney, the Developer/Promoter herein, has started construction of the said proposed Multi-storied Building, named; "TITLY" on the "said Premises" i.e. AT PREMISES NO-67, DHALI PARA, WARD NO -114,

BOROUGH NO.-XI, KOLKATA - 700093, morefully described in the schedule hereunder bearing K.M.C Assessee no. 31-114-10-0067-0, according to the Building Plan No. 2023110104 sanctioned and approved by the Kolkata Municipal Corporation and agreed specifications, which contains several Constructed Spaces and/or Flats.

AND WHEREAS the said Developer/Promoter and the owner jointly has invited to sell out the schedule mentioned flat property and one ..... S/O ..... approached the present Developer/Promoter for purchase of the scheduled Flat.

AND WHEREAS The Developer/Promoter herein agree to sell the said Flat and the Purchaser agree to purchase ALL THAT One Residential being FLAT No. ..... on ..... floor measuring about ..... sqft. Super built up area be the same little more or less, together with car Parking space on the ground floor measuring .... Sq. Ft. in the building block known as "TITLY" at Premises no. 67, DHALI PARA, WARD NO -114, BOROUGH NO.-XI, KOLKATA - 700093, consisting of ..... Bed Room, One Open Kitchen, One Toilet together with common staircase of the building, lift with proportionate share of land and interest with common areas and other facilities and amenities of the said building with undivided proportionate and imparible share and interest on the land mentioned in the Schedule "A" hereinabove and also the right to use main entrance, passage, staircase, overhead water reservoir, waterline, pump, electric wiring, telephone line, etc., more fully and particularly described in the Schedule "B" hereunder written for the total consideration of Rs. ...../- (Rupees ..... only, free from all encumbrances and liabilities whatsoever, and entered into an Agreement for Sale dated ..... .

On the request of the Purchasers, The Developer/Promoter and the Owner have agreed to execute and register a Deed of Conveyance in favour of the Purchaser in respect of the said Flat mentioned herein below, of the said building including undivided imparible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the SCHEDULE "B" hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

**NOW THIS DEED WITNESSETH** that In pursuance of the said agreement and in consideration of the said sum of Rs. ...../- (Rupees ..... only) of the lawful money of the Union of India well and truly paid by or on behalf the Purchasers to the Vendors at or before the execution of these presents (the receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit release and discharge the Purchaser the said Flat) the Promoter and Owner do and each of them doth hereby grant, transfer, convey, assign and assure unto and in favour of the Purchasers and on the request of the Purchasers, the Promoter and Owner have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat mentioned herein below, of the said building including undivided imparible proportionate share or interest in land, together with undivided

common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the SCHEDULE "B" hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements, profits and appendages, right of ingress and egress and right of air and light, that are belonging thereunto and/or reputed so to belong and all muniments of title documentation, that are in the custody, power and possession of the Vendors/Owners, relating to the demised premises and all rents, issues, profits and usufructs there from, for the Purchasers TO HAVE AND TO HOLD, the same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or thing done by them, or their predecessor-in-interest, they the Promoter and Owner, have in their good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure, the demised premises, unto the Purchasers, as is being done by this instrument and that there is no latent or patent defect of title of the Promoter and Owner in the same, or any latent or patent defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Promoter and Owner and further there is no impediment, or bar for the Promoter and Owner to absolutely sell the demised premises as Vendors/Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality/Corporation or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Promoter and Owner hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal/Corporation taxes, electric bills, maintenance charges and all other outgoings, in respect of the demised premises, shall be borne by the Vendors/Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Promoter and Owner hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Promoter and Owner further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

**THE PROMOTER AND OWNER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASER AS FOLLOWS:**

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and

assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.

2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.

3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendor/Owner.

4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.

5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including Local Municipality, CESC for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.

6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is latter, on account of municipal taxes, levies, electricity bills etc.

7. That the Vendor/Owner are the joint, exclusive and absolute Vendors/Owner of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).

8. That the Vendor/Owner hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous

mortgage under the Transfer or property Act), charges, liens, lispendens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.

9. The Vendor/Owner have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).

10. The Vendor/Owner also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.

11. The Vendor/Owner have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.

12. The Vendor/Owner have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendor/Owner declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.

14. The Vendor/Owner neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

15. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the vendor or any co-owners shall have no objection to any such transferred.

#### **SCHEDULE 'A'**

ALL THAT piece and parcel of Bastu land measuring more or less 04 Cottahs 02 Chittaks 19 Sq. Ft. togetherwith structure standing thereon at Mouza- Chakdah, J.L No. 44, Touzi no. 351, Dag no. 544 and 561, Khatian No. 130 being Municipal Premises no. 67, Dhali Para (*mailing address: Chakdah Dhali Para*), P.O Purba Putiary, P.S Regent Park, Kolkata-700093, District: South 24 Parganas under ward No. 114 of Kolkata Municipal Corporation (Assessee No. 311141000670), togetherwith all rights, title, interest, and right of easement attached thereto, butted and bounded as follows:

On the North : Dag no. 543, 561;

On the East : 12 Ft. Road and House of Sital Dhali;

On the South : 16 Ft. wide Road

On the West : House of Moni Dhali.

#### **SCHEDULE 'B'**

ALL THAT One Residential being FLAT No. .... on ..... floor measuring about ..... sqft. Super built up area be the same little more or less, together with car Parking space on the ground floor measuring .... Sq. Ft. in the building block known as "TITLY" at Premises no. 67, Dhali Para (*mailing address: Chakdah Dhali Para*), P.O Purba Putiary, P.S Regent Park, Kolkata-700093, consisting of ..... Bed Room, One Open Kitchen, One Toilet together with common staircase of the building, lift with proportionate share of land and interest with common areas and other facilities and amenities of the said building with undivided proportionate and imparible share and interest on the land mentioned in the Schedule "A" hereinabove and also the right to use main entrance, passage, staircase, overhead water reservoir, waterline, pump, electric wiring, telephone line, etc. and the plan of the said Flat is annexed hereto and marked with RED.

#### **- SCHEDULE 'C' -**

[Common Parts and Portions]

1. The land around the building and spaces within the building comprised of the entrances therein, staircase, leading lobbies and vacant top roof.
2. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, stairways entrance to and exist from the building intended for common use.
3. Water pump, septic tank and electrical panels, wirings, switches and all electrical installations in common portions.

4. Overhead water tank, water pipes, septic tank, soak pits and other common plumbing installations and pump appended therein.
5. Space for CESC / other Electric supply Company Meter room.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.

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

**SIGNED, SEALED AND DELIVERED**

In presence of the following

Witnesses:

1.

**SIGNATURE OF THE VENDOR / OWNER**

2.

**SIGNATURE OF THE DEVELOPER/ PROMOTER**

**Drafted By:**

**SIGNATURE OF THE PURCHASER**

Advocate

*Joy Prakash Das*