

## **DEED OF CONVEYANCE**

**1. NATURE OF DOCUMENT : SALE DEED**

**2. DATE \_\_\_\_\_ :**

**THIS INDENTURE OF SALE** is made on this ..... Day of .....,  
..... at Kolkata

### **3. PARTIES:**

#### **3.1 THE HANUMAN ESTATES LIMITED (PAN- AABCT1975B)**

having registered office at 8, B.B.D. Bagh East, Kolkata-700001 represented by its constituted Attorney **MR. KANCHAN BACHAR (PAN- BGRPB8908A, AADHAR- 8221 3729 7226)** S/o Rabin Bachar by faith Hindu, by Occupation- Service, by Nationality- Indian presently residing at Village Podrah, P.O.- Podrah, P.S.- Sankrail, Satyen Bose Podrah Jagrata Balak Sangha, Howrah- 711109 and working for gain at **THE HANUMAN ESTATES LIMITED** hereinafter referred to as **VENDORS** (which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators and assigns) of the **FIRST PART**.

#### **3.2** -----

hereinafter referred to as the **PURCHASER** (which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators and assigns) of the **SECOND PART**.

### **4. DEVOLUTION OF TITLE:**

**4.1** That One Moulvi Eshaq Molla seized and possessed **ALL THAT** piece and parcel of Banijik Abasan land measuring about 160 Decimal comprised in Mouza- Podrah, Block- Sankrail, L.R. Khatian No. 2134, J.L. 38, L.R. Dag No. 649 and 651 within the Jurisdiction of P.S. Sankrail in the District of Howrah, Gram Panchayat- Thanamakua A.D.S.R Domjur, Pin- 711109 (hereinafter referred to as the said flat) morefully described in the Schedule A hereunder by way of inheritance.

- 4.2** That the said Moulvi Eshaq Molla died intestate leaving behind his 2 sons Noor Mohammad Molla and Abdul Wahab Molla.
- 4.3** That the said Noor Mohammad Molla and Abdul Wahab Molla acquired and became the Absolute owner of All that said land free from all the encumbrances.
- 4.4** That in need of money the said Moulvi Eshaq Molla and Abdul Wahab Molla sold, conveyed and transferred all that said land in favour of **The Hanuman Estates Limited** the vendor herein vide registered deed being no. 1262 for the year 1947 recorded in Book-I, Volume no. 21 from pages 131 to 139 duly registered before the District Registrar at Howrah.
- 4.5** That the vendor herein absolutely seized possessed and became the absolute owner of the said land and the said vendor herein after paying appropriate fees to the statutory department mutated the said name in its name.
- 4.6** That the Vendor herein intended to develop the said land to construct a multistoried residential complex namely "**The Hanuman Complex**" (hereinafter referred to as the said Project) on the said land vide sanction plan being memo no. 65/B2/HJP/E4 obtained from the Howrah Zilla Parishad and also obtained all the Statutory licenses required for the development of the said project.
- 4.7** That the Purchaser approached the Vendor herein and executed an Agreement for sale dated..... to purchase **All that Residential Flat** being no..... measuring

about.....super built up area be the same or little more or less on the .....floor.....block..... comprised of..... bedroom .....bathroom .....living cum dinning room and .....balcony (hereinafter referred to as the said flat) morefully described in the Schedule B hereto free from all the encumbrances standing the said land morefully described in the Schedule A hereto.

**5. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

**5.1 Conveyance:** The Vendors hereby absolutely sells, conveys and transfers unto the Purchaser the Said flat morefully described in Schedule hereto together with the rights of easement for beneficial enjoyment of the Said flat free from all encumbrances, which the Purchaser shall have and hold forever hereafter.

**5.2 Consideration:** At or before the execution hereof, the Purchaser have paid the consideration of Rs..... only against the transfer of the Said flat which in the manner as described in the Receipts and Memo of Consideration herein below.

**5.3 Transfer:** The transfer being effected herein is a sale within the meaning of the Transfer of Property Act, 1882.

**5.4 Possession:** Simultaneously with the execution hereof, the Vendors will hand over the exclusive and vacant possession of the Said flat morefully described in the **Schedule** below hereto unto the

Purchaser, which the Purchaser shall have and hold forever hereafter.

**5.5 Representations and Warranties of the Vendors:**

5.5.1 The Vendors herein had represented and warranted that the Vendors is the sole and absolute owner of the Said flat having a valid and marketable title thereof and the Vendors has the right, title, interest, power and authority to grant, convey, transfer, assign and assure the Said flat unto the Purchaser.

5.5.2 The Vendors hereby represents and warrants that the Said flat is free from all encumbrances including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debutters, tenancies, thika tenancies, reversionary rights, residuary rights, claims or any other statutory prohibitions.

5.5.3 The Vendors hereby represents and warrants that there are no civil or criminal proceedings, including but not limited to injunction, receiver, and order of attachment pending before any Court of Law in respect of the said Said flat.

5.5.4 The Vendors declares and affirms that the Purchaser is fully entitled to mutate their name in all public and statutory records in respect of the Said flat.

5.5.5 The Purchaser shall hereafter absolutely hold, possess and enjoy the Said flat without any claims, interruption or

disturbance from the Vendors or any person/persons claiming through or under them.

5.5.6 The Vendors hereby represents and warrants that all outgoings, levies, cess, taxes, surcharges, including any statutory taxes, maintenance charges, common expense charges, electricity bills, water bills related to the Said flat have been paid by the Vendors herein, and the Vendors further undertakes to pay all the outgoings, levies, cess, taxes, surcharges, including any statutory taxes, maintenance charges, common expense charges, electricity bills, water bills relating to the Unit which have already accrued till the date of execution hereof, but have not been paid.

5.5.7 The Vendors in future shall, at the request and cost of the Purchaser execute, such and all other supplementary deeds and/or documents that may be required for perfecting or bettering the title of the Purchaser to the Said flat or for more effectually transferring the Said flat to the Purchaser.

5.5.8 The Vendors has not entered into any Agreements and/or Understandings and/or Conveyances whatsoever with any other party or created any third party interest in respect of the said Said flat.

5.5.9 The Purchaser shall be entitled to enjoy the rights of the proportionate, undivided share of the common areas, amenities and facilities of the said premises as contained in the earlier title deeds of the flat and such right shall be deemed to be running with the premises in perpetuity even if the same not be specifically mentioned or referred in any subsequent deed of transfer

**5.6 Covenants of the Purchaser:** The Purchaser covenant and warrant that they shall abide by all restrictive covenants as contained in the earlier title deeds of the said flat, as would have been applicable to the Vendors herein and such covenants shall be deemed to be running with the Said flat in perpetuity even if the same not be specifically mentioned or referred in any subsequent deed of transfer.

**5.7 Indemnity:** The Vendors hereby indemnifies and agrees to keep the Purchaser saved, harmless and indemnified against actions, proceedings, claims, demands, losses or expenses that the Purchaser may suffer or incur hereafter by reason of any claims of any nature whatsoever arising in connection with the title of the Vendors and/or any breach of the representations of the Vendors, whether statutory or contractual, and the Vendors hereby further

undertakes and covenants to forthwith pay, reimburse and/or make good such losses, expenses or costs incurred by the Purchaser.

**5.8 Rules of Interpretation:** The words used in bold in the headings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clause and the words put in bold in brackets define the word, phrase or expression immediately preceding.

**SCHEDULE- A**  
**(The said Land)**

**ALL THAT** piece and parcel of Banijik Abasan land measuring about 160 Decimal comprised in Mouza- Podrah, Block- Sankrail, L.R. Khatian No. 2134, J.L. 38, L.R. Dag No. 649 and 651 within the Jurisdiction of P.S. Sankrail in the District of Howrah, Gram Panchayat- Thanamakua A.D.S.R Domjur, Pin- 711109.

**SCHEDULE-B**  
**(The said Flat)**

**All that** Residential Flat being no..... measuring about.....super built up area be the same or little more or less on the .....floor.....block..... comprised of..... bedroom ....bathroom .....living cum dinning room and .....balcony in the complex namely "**Hanuman Complex**" together with the common areas and amenities free from all the encumbrances



**IN WITNESS THEREOF**, the parties here to have hereunto set and subscribed their respective hands, the day , month and year, first above written.

**SIGNED, EXECUTED and DELIVERED**

by the **PARTIES** in the presence of:

1.

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**VENDORS**

2.

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**PURCHASERS**

**Drafted by:**

**For Mb Advocates & Solicitors**

**Advocate**

**High Court Calcutta**

**RECEIPTS AND MEMO OF CONSIDERATION**

The Purchaser has paid the full and final consideration for sale and transfer of the Said flat of **Rs. ....../- (Rupees ..... Only)** in the following manner:

**M e m o**

<b>Cheque no.</b>	<b>Date</b>	<b>Payment made in favor of</b>	<b>Issued from (Bank)</b>	<b>Amount (Rs.)</b>
<b>TOTAL CONSIDERATION</b>				<b>RS. ....../-</b>

**Total:      Rs. ....**

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(Vendor)

WITNESS:

(1)

(2)