

## DEED OF CONVEYANCE

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

By and Between

SRI KALYAN MAJUMDER, (PAN: CMXPM2735H) son of Late Kamal Majumder, By Faith:- Hindu, By Occupation:- Business, By Nationality:- Indian, residing at 193B Picnic Garden road, Tiljala, P.S Kasba, Kolkata-700039, hereinafter in these presents for the sake of brevity called, referred to and identified as the "Owner" (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 UTPAL DAS (PAN: ALDPD4414F), s/o Sri Bablu Das residing at 12/1A/20 Chowbaga Road, Bidhannagar South, Tiljala, Kolkata-700039 by dint of a Development Power of Attorney dated 12-08-2022, copied in Book No. I, Volume no. 1603-2022, Page no. 437821 to 437841, Being No. 160312467 for the year 2022, registered at D.S.R-III South 24 Parganas.

**UTPAL DAS**  
  
Proprietor

- AND -

SRI UTPAL DAS (PAN: ALDPD4414F), s/o Sri Bablu Das, by faith- Hindu, by Occupation- Business, residing at 12/1A/20 Chowbaga Road, Bidhannagar South, Tiljala, Kolkata-700039, 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 .

WHEREAS

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AND WHEREAS

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 "....." at Premises no. ...., 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 impartible 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 impartible 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 impartible 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, lispens, 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 landed property measuring an area about 03 Cottahs 00 Chittak 00 Sq. Ft. be a little more or less comprised in Mouza:- Kusthia, J.L No. 14, Touzi No. 1298/2833, R.S no. R(GD5,6), Dag no. 1325/1404, 1337, Khatian No. 93, 101,558, being Municipal Premises no. 193B Picnic Garden Road, P.S Kasba, Kolkata-700039, District:- South 24 Parganas, within the limits of the Kolkata Municipal Corporation under Ward no. 67, being Assessee No. 210671801775, butted and bounded as follows:

(Road Zone: *KUSTHIA MORE – P. G. 3<sup>rd</sup> LANE*)

On the North : By Drain of Municipality;

On the East : By Land of Indubala Banerjee ;

On the South : By 12 Feet Common Passage ;

On the West : By Land of Rabindra Kumar ghosh.

#### **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, in the building block known as "SARASWATI APARTMENT" at Premises no. 193B Picnic Garden Road, P.S Kasba, Kolkata-700039, 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 impartible 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