



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this ____ day of
_____ 2023 (two thousand twenty three).

AMONGST

JP ENTERPRISE, represent by its proprietor **JAYATI PAIN (PAN - ALDPC0928M)**, (**Aadhaar No. 3267 9887 3562**) daughter of Sukumar Chakraborty, wife of Partha Sarathi Pain, by faith- Hindu, by nationality- Indian, residing at Village - Jagadishpur, Post Office - Rajarhat, Police Station - Rajarhat, District - North 24 Parganas, Kolkata - 700135, in the state of West Bengal, hereinafter all hereby called and referred as the **LANDOWNER / VENDOR / DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her successors in office, legal representatives, administrator assigns and/or nominees etc) of the **PARTY OF THE ONE PART.**

AND

(1) _____, (PAN - _____), (Aadhaar No. _____), son of _____, having permanent address at _____, by faith: _____, by Nationality - _____, by occupation _____, (2) _____, (PAN - _____) (Aadhaar No. _____) wife of _____, having permanent address at _____, by faith: _____, by Nationality - _____, by occupation _____, hereinafter called and referred to as the **“ALLOTTEE /S”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, administrators, executors, representatives and assigns) of the **SECOND PART.**

1. Recitals & Background of the Premises :

1.1.ABSOLUTE OWNERHIP OF JITENDRA NATH GUHA : Said **JITENDRA NATH GUHA** has Revesional Settlement recorded owner and possessed of ALL THAT the landed property measuring about 2 Acre 25 Decimal of land comprised in the R.S. Khatian No. 173, **R.S. and L.R. Dag No. 214**, and landed property measuring about 2 Acre 94 Decimal of land comprised in the R.S. Khatian No. 173, R.S. and L.R. Dag No. 215, and landed property measuring about 66 Decimal of land comprised in the R.S. Khatian No. 173, R.S. and L.R. Dag No. 217, and landed property measuring about 57 Decimal of land comprised in the R.S. Khatian No. 173, R.S. and L.R. Dag No. 217/726 along with other land at **Mouza - Bhatenda**, J.L. No. -28, Touzi No. 2998, **Police Station - Rajarhat**, District - North 24 Parganas, and the said property absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.

1.2.DEMISE OF JITENDRA NATH GUHA: Subsequently while possessing the aforesaid landed property said **JITENDRA NATH GUHA** has died in the year of 1966 and thereafter his only wife namely Lilabati Guha, his five sons namely Mihir Guha, Samir Guha, Sishir Kumar Guha, Dinesh Guha and Biman Guha and his three daughter namely Sabita Dutta Roy, Amita Das and Samita Das has been seized and possessed of the above mention land as per Hindu Law of Succession and Inheritance.

1.3.DEMISE OF LILABATI GUHA: Subsequently while possessing the aforesaid landed property said **LILABATI GUHA**, wife of late Jitendra Nath Guha has died in the year of 1977 and thereafter her five sons namely Mihir Guha, Samir Guha, Sishir Kumar Guha, Dinesh Guha and Biman Guha and her three daughter namely Sabita Dutta Roy, Amita

Das and Samita Das has been seized and possessed of the above mention land as per Hindu Law of Succession and Inheritance.

1.4. RECORDE IN K B SETTLEMENT : Thereafter the Said Mihir Guha, Samir Guha, Sishir Kumar Guha, Dinesh Guha and Biman Guha, Sabita Dutta Roy, Amita Das and Samita Das recorded their name in KB Settlement, bearing L.R. Khatian No. 568, 207, 760, 283, 114, 470, 758, 282, 40, 18 and 181 and the said property absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever

1.5. DEMISE OF SISHIR KUMAR GUHA: Subsequently while possessing the aforesaid landed property said **Sishir Kumar Guha**, (unmarried) son of late Jitendra Nath Guha has died and thereafter her four brother's namely Mihir Guha, Samir Guha, Dinesh Guha and Biman Guha and his three sister's namely Sabita Dutta Roy, Amita Das and Samita Das has been seized and possessed of the above mention land as per Hindu Law of Succession and Inheritance.

1.6. DEED OF PARTITION: Subsequently while possessing the aforesaid landed property said Mihir Guha, Samir Guha, Dinesh Guha and Biman Guha and Sabita Dutta Roy, Amita Das and Samita Das has been execute a Deed of Partition, by the demarcation of Plot No. "A", "B", "C", "D" "E" "F" and "G" which has been duly registered before the A.D.S.R. Bidhannagar (Salt Lake City), on dated 10-07-1987, copied in Book No. I, Volume No. 77, Pages from 105 to 124, being Deed No. 3798 for the year 1987.

1.7. ABSOLUTE OWNERHIP OF SAMITA DAS : Thereafter Said **Samita Das**, daughter of Jitendra Nath Guha, became the sole and absolute owner of Plot No. "G" total area of land 55 Decimal, out of which land measuring about 50 Decimal, comprised in R.S. and L.R. Dag No. 214 and land measuring about 5 Decimal comprised in R.S. and L.R. Dag No. 215 at **Mouza - Bhatenda**, J.L. No. -28, Touzi No. 2998, **Police Station -**

Rajarhat, District - North 24 Parganas, and the said property absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.

1.8. DEMISE OF SAMITA DAS : Subsequently while possessing the aforesaid landed property said **Samita Das**, daughter of Jitendra Nath Guha, wife of Ram Narayan Das has died on dated 25-12-1988 there after her husband Ram Narayan Das, two son Soumya Narayan Das and Saikat Das has been seized and possessed of the above mention land as per Hindu Law of Succession and Inheritance.

1.9. Sale by Ram Narayan Das, Soumya Narayan Das and Saikat Das to Ashok Kumar Pariwal : Said Ram Narayan Das, Soumya Narayan Das and Saikat Das sold transfer and convey ALL THAT piece and parcel of **Bastu** land measuring about **05 (five) Khata**, Plot No. "B", comprised in R.S. and L.R. Dag No. 214, R.S. Khatian No. 173, L.R. Kri Khatian No. 762 at **Mouza - Bhatenda**, J.L. No. -28, Touzi No. 2998, **Police Station - Rajarhat**, District - North 24 Parganas, and the said property absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever in favour of **Ashok Kumar Pariwal** by way of a **Deed of Conveyance being no. 6620 for the year 1191 dated 26-07-1991**, which is duly registered before the A.D.S.R. Bidhannagar (Salt Lake City) and recorded in Book 1, Volume No. 119, Pages from 311 to 324, absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever.

1.10. Sale by Ashok Kumar Pariwal to JAYATI PAIN : Said **Ashok Kumar Pariwal** sold transfer and convey ALL THAT piece and parcel of **Bastu** land measuring about **05 (five) Khata**, Plot No. "B", comprised in R.S. and L.R. Dag No. 214, R.S. Khatian No. 173, L.R. Kri Khatian No. 762 at **Mouza - Bhatenda**, J.L. No. -28, Touzi No. 2998, **Police Station -**

Rajarhat, District - North 24 Parganas, and the said property absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever in favour of **JAYATI PAIN** by way of a **Deed of Conveyance being no. 12489 for the year 2008, dated 03-10-2008**, which is duly registered before the A.D.S.R. Bidhannagar (Salt Lake City) and recorded in Book 1, CD Volume No. 12, Pages from 1520 to 1548, absolutely and forever free from all encumbrances, charges, liens, les pen dens, claims and/or demands whatsoever. Now **JAYATI PAIN**, the land owner herein, is thus well seized and possessed or of otherwise well and sufficiently entitled to the land measuring an area ALL THAT piece and parcel of **Bastu** land measuring about **05 (five) Khata**, Plot No. "B", comprised in R.S. and L.R. Dag No. 214, R.S. Khatian No. 173, L.R. Kri Khatian No. 762 at **Mouza - Bhatenda**, J.L. No. -28, Touzi No. 2998, **Police Station - Rajarhat**, District - North 24 Parganas, West Bengal.

1.11. MUTATION : Thereafter the said **JAYATI PAIN** muted her name in **L.R. Khatian No. 3056** and have so long been enjoying and possessing the same with good right and full and absolute power of ownership and have every right to transfer the same or any part to anybody by any way.

1.12. Project property : ALL THAT piece and parcel of **Bastu** land measuring about **05 (five) Khata**, comprised in **R.S. and L.R. Dag No. 214**, R.S. Khatian No. 173, L.R. Kri Khatian No. 762, **L.R. Khatian No. 3056**, at **Mouza - Bhatenda**, J.L. No. -28, Touzi No. 2998, **Police Station - Rajarhat**, District - North 24 Parganas, West Bengal, Additional District Sub Registry Office Rajarhat, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayat, more fully described in the **First Schedule** written hereunder.

Sanction of Plan : With the intention of developing and exploiting the said property by constructing the said building thereon and selling spaces therein (Unit), the Developer have got a building plan sanctioned by North 24 Parganas Zila Parishad, being Sanction Plan memo no. **464/RPS**, dated 10/04/2023.

Construction of Building : Thereafter the said Land owner / Developer in constructing a multi storied building namely “**SUNANDA APARTMENT**” on the said plot of land morefully described in the First Schedule hereunder written.

The Land Owner / Developer has registered the project under the provision of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata Registration No _____

AND WHEREAS it is specifically stated that the singular number used in this Sale Deed shall mean and include the plural number. In addition, the masculine gender shall mean and include the feminine and the neuter gender.

AND WHEREAS the Purchaser(s) has/have inspected and satisfied with the title deeds of the land Owner in respect of the land in question, sanctioned Building Plan, the Development Agreement, Power of Attorney and also in respect of the area, dimensions, measurements, specifications and other details whatsoever concerning the said building and several and several flats / shops / garages etc. and other spaces created therein and have not raised any objection with regard thereto.

The name of the said Multi-storied building is “**SUNANDA APARTMENT**” and shall not be changed.

AND WHEREAS the Purchasers has / have approached the Developer and expressed their willingness to purchase one **Flat being No. “_____”** on the _____ **Floor**, admeasuring about _____ (**_____**) **square feet**, saleable super built up area, along with a _____ space at _____ **floor**, together with the undivided impartible proportionate share or interest in the land underneath the said building, morefully and elaborately described in the below mentioned schedule of the property.

AND WHEREAS according to the proposal of the Purchasers, the Developer / Land Owner has / have entered into an registered Agreement for Sale, with the Purchaser for selling them one **Flat being No. “_____”** on the _____ **Floor**, admeasuring about _____ (**_____**) **square feet** saleable super built up area, along with a _____ space at _____ **floor**, together with the undivided impartible proportionate share or interest in the land underneath the said building.

AND WHEREAS in the said Agreement it was stated that the Purchasers shall pay a sum of **Rs. _____/-** (**_____**) **only** being the price for the said Flat and a covered car parking space, togetherwith the undivided proportionate share of land underneath the said building along with the undivided proportionate share of all common parts and common portions in the

said premises as more specifically described in the Third Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

That in pursuance of the said agreement and in consideration of the payment of the said sum of **Rs.** _____/- (_____) **only** as full and final settlement (the receipt hereby written acknowledge and admitted by the Land Owner and the Developer and the Land Owner and the Developer hereby quit, release and discharge the Purchasers the said **Flat being No.**“ ____ ” on the _____ **Floor**, admeasuring about _____ (_____) **square feet** saleable super built up area, along with a _____ space at _____ **floor**, as mentioned in the Second Schedule in this Deed, the Developer as beneficial owner, hereby grant, transfer, sell and convey and the Land Owner do hereby confirm and assure unto and to the use of the Purchaser(s) the said complete **Flat being No.** “ ____ ” at the _____ **Floor** with half of the depth in all the joints by & between its ceiling and the floor of the unit above and also by and between the partition wall of the other side with undivided impartible and/or proportionate share or interest in the land underneath the said building in which the said unit / flat is situated being more fully described in the First Schedule hereunder written with the other flat / unit owners of the said building, more specifically and categorically described in the Second Schedule written hereunder TOGETHER with all easements, etc. and ALL THAT estate right title and interest claim and demand whatsoever the Land Owner into or part thereof TOGETHERWITH any possession power which now or hereafter shall

or may be in the possession power which now or hereafter shall or may be in the possession power and control of the Land Owner together with the benefits of all covenant relating to any deed of conveyance of title whatsoever in any way relating to the said land or any part thereof **TO HAVE AND TO HOLD** own and possess the same unto and to the use of the Purchaser(s), his/her/their heirs, executors, legal representatives, administrators and/or assigns that NOTWITHSTANDING any acts, deeds or things hereto before done, executed or knowingly suffered to the contrary the Developer and the Land Owner is/are now lawfully seized and possessed of the said space free all encumbrances attachments or defect in title whatsoever and that the Developer has/have full power and absolute authority to sell the said space in the manner aforesaid and the Purchaser(s) shall and may at all times hereafter peaceably and quietly possess and enjoy the said space and receive the rents, issues and profit thereof and shall also be entitled to sale, mortgage, lease or otherwise alienate, transfer the said apartment hereby conveyed without lawful interruption, claim or demand whatsoever by the Land Owner or any person lawfully or equitably claiming from under in trust for him/her/their and FURTHER THAT the Land Owner covenant with the Purchaser(s) to have harmless indemnified and keep indemnified the Purchaser(s) from or against all encumbrances, claiming, through or under him/her/them or in trust shall at all times hereafter at the request and cost of the Purchaser(s) claiming through or under him/her/them or in trust to do and execute or cause to be done and executed all such further acts, deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said Flat / Unit and every part thereof unto and to the use of the Purchaser(s).

THE LAND OWNER AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY CONVENANT WITH THE PRUCHASER AS FOLLOWS:-

- a) That interest which the Land Owner and Developer prefers to transfer subsists and that they good right fully and absolutely authority to grant, covey, transfer, assign and assure their respective interest in the said Flat having undivided proportionate share of the said land togetherwith common portions, common parts and easement rights, electrical installation and other parts paths, passages and all other properties and right in the said land and building hereunder granted, conveyed, transferred, assigned and assured unto the Purchaser(s) in the manner aforesaid.
- b) It shall be lawful for the Purchaser from time to time and at all times hereinafter to enter into and upon the holding enjoy the said unit and undivided proportionate share in the said land including the common portions, common parts, easement right, electrical installations and other common parts, paths, passage in the said building and every part thereof and to receive the rents, issues and profits thereof without any interruptions, disturbances, claims and/or demands whatsoever from or by the Land Owner and the Developer or any of them or any person or persons claiming through or under or in trust for them.
- c) The said Flat / unit and the undivided proportionate share of the said land including the common parts and common portions, electrical installations and other common parts, paths and passages and all other properties hereby conveyed in the said building and freed and discharged from the against all manner of

encumbrances, trust, lines, lispendences, etc. whatsoever shave those expressly mentioned herein.

THE PURCHASER DO HEREBY COVENANTS WITH THE LAND OWNER THE DEVELOPER AS FOLLOWS :-

A) That the purchaser shall use the said Flat / Unit being **Flat No.** “_____” at the _____ **Floor** for residential purpose only.

B) That the Purchaser shall also like wise to pay from the date of the possession of the said unit the proportionate shares of the consolidated municipal taxes be payable from time to time and all other impositions including the betterment fees, if any in that behalf which shall be deemed between the purchaser and all other Purchasers and/or Owner and/or occupiers of the said multi-storied building.

C) The Purchaser shall be a member of association to be formed consisting of all the Purchasers and/or Owners and/or occupiers of other flats for the purpose of their management administrations maintenance and up-keep on the said premises and in particular the common parts of the said multi-storied building and the common portions of the said premises.

D) The Purchaser shall duly observe and perform all rules articles and regulations of the associations and as the case may be from time to time and/or adopt and the Purchaser and/or Owner and/or Occupiers of other flats shall be actually vesting management and control of the said premises, common portions and common parts by such association and all such persons including the Purchasers shall observe and perform all other stipulations and conditions to relating use and enjoyment of the said as aforesaid.

E) As and when the association shall be formed as aforesaid the Purchasers shall sign and execute from time to time and at all times and when required necessary applications for membership of the associations and all other papers and documents required from time to time in connection with the same in accordance with the relative provisions of all and/or directions that shall be given by the authority concerning such association.

F) That still handover of the project by the Developer to the intending purchaser/s, the purchasers herein pay the maintenance charges to the Developer.

That the Purchaser shall do the following :-

a) To use the said unit and all common parts and common portions carefully and peacefully and equally and in the manner reasonably required and indicated herein or in the rules and regulations framed by the ASSOCIATION upon its formation or for the user thereof.

b) To use all the paths and paths and passages only for the purpose of egress and ingress and for no other whatsoever unless permitted by the Association upon its formation.

c) The Purchaser(s) shall also be entitled to sell, mortgage, lease, let out or otherwise alienate the property hereby conveyed, subject to the terms herein contains to any one without the consent of the Land Owners or the Developer or any other co-owner who may have acquired before and who may hereafter acquired any such rights, title or interest similar to those acquired by the Purchaser under the terms of this Deed of Conveyance.

While using the said unit or any parts of the common portions Purchaser(s) shall not do any of the following Acts, Deeds & things.

- a) Obstruct the association in its acts, relating to the common purpose.
- b) Violate any of the rules and regulations lay down in respect of the user of the housing complex.
- c) Injure, harm or damages the common part or the common portions, or any other units in the said multi-storied building making any alternations or withdrawing any support or otherwise.

The Purchaser shall not do the following :-

- a) Alter any outer portion or elevation or colour shames of the said unit of the said building.
- b) Throw or accumulate or caused to be thrown or accumulated any dirt, rubbish or other refuse within the said housing complex or in the places indicated thereof.
- c) Place or caused to be placed any articles or object in the common part or common portions save as to be permitted by the Association.
- d) Carry on or out or caused to be carried on by obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral or any other activities in the said flat or anywhere also in the housing complex.
- e) Do or permit to be done which is likely to cause nuisance or annoyance to the occupier of the other units in the said multi-storied building.
- f) Put to or affix any sign board, name plate or other things other similar articles in any common part or the common portions or outside walls of the said multi-storied building save at the place expressly permitted by the ASSOCIATION upon its formation.
- g) Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said **Flat being No. “_____”** at the _____
Floor.

- h) Affix or draw any wires, cables, pipes etc. from and to or through any common parts or common portions of the housing complex save in the manner as mentioned herein or be permitted by the Association.
- i) Keep or store any heavy articles or things as are likely to damages the floor or floors and/or operate any machine save that for seal purely domestic purpose.

-.:THE FIRST SCHEDULED OF THE PROPERTY:-

(Description of the total property)

ALL THAT piece and parcel of **Bastu** land measuring about **05 (five) Khata**, comprised in **R.S.** and **L.R. Dag No. 214**, R.S. Khatian No. 173, L.R. Kri Khatian No. 762, **L.R. Khatian No. 3056**, at **Mouza - Bhatenda**, J.L. No. -28, Touzi No. 2998, **Police Station - Rajarhat**, District - North 24 Parganas, Kolkata – 700135, Additional District Suib Registry Office Rajarhat, New Town, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayat, West Bengal, With all easement rights, appearances, advantages, facilities, privileges available on / attached with the said plot of land mentioned in butted and bounded by:-

ON THE NORTH :	23feet wide Road.
ON THE SOUTH :	Part of R.S. Dag No. 214
ON THE EAST :	Part of R.S. Dag No. 214.
ON THE WEST :	Part of R.S. Dag No. 214.

:-THE SECOND SCHEDULE ABOVE REFERRED:-

(Said residential flat / Said Property hereby sold)

ALL THAT piece and parcel of residential flat, tiles flooring, being **flat No. - '___'** on the _____ **Floor**, and admeasuring about _____ (_____) **square feet** be the same a little more or less, of saleable super built up area, consisting two bed rooms, one drawing-cum-dining, open kitchen, two toilets and one balcony, Together with a **covered car parking** space at **ground floor**, lying and situated in the said building namely "**SUNANDA APARTMENT**" at Bhatenda Guha Bagan, Rajarhat, Kolkata – 700135, constructed upon the land described in the First Schedule hereinabove including proportionate share of undivided impartial land of First Schedule property including the rights of user of the common area on the building.

:- THIRD SCHEDULE ABOVE REFERRED TO :-

(Common areas and facilities)

Part -1

- (e) Water pipe (save those inside any apartment).
- (f) Wiring and accessories for lighting of common areas in the block.
- (g) Lift and lift machinery.

Part-2.

- (1) Open pathways.
- (2) Boundary walls.
- (3) All gates to the premises.
- (4) Drains sewers, septic tank/s and their connection with the main high drain.
- (5) Electric transformer/s.
- (6) Electric cables.

- (7) All external lighting.
 (8) Pumps and motors.

-: FOURTH SCHEDULE ABOVE REFERRED TO :-

[Mode of payment]

Total Consideration of Flat _____ Sq. Ft.	Rs. /-
Covered car parking space	Rs. /-
Extra Development Charge	Rs. /-

Total Rs. /-

(Rupees in word :-) only.

-: FIFTH SCHEDULE ABOVE REFERRED TO :-

COMMON EXPENSES

1. All cost of lighting and maintenance of the common areas and also the outer walls of the building.
2. Proportionate share of electrical charge for pump operation and maintenance.
3. The Salary of Durwan, Care Taker, who may be appointed.
4. Insurance for insuring the building against riot, earthquake, fire, lighting and violence etc.
5. All charges and securities monies to be deposited for the common facilities.
6. Municipal Taxes, Panchayat Taxes and other outgoing said and except those which are separately assessed on the respective Flat.
7. Costs and charges of establishment of maintenance of the building.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their signatures, seal the day month and year first above written.

Signed sealed and delivered in the presence of witness

1.

2

Signature of the Land Owner / Developer

Signature of the Purchaser

Drafted by me as per documents

And information supplied to me:

Sarbajeet Dutta
(Advocate)

Barasat District Judges Court
M- 9681111005/ 7980225892

Email Id: sarbajeet.dutta7@gmail.com

-:: MEMO OF CONSIDERATION ::-

Received from the Purchaser the total consideration of **Rs.** _____/- (_____) **only** regarding the sale of flat and covered car parking space, morefully mentioned in the Second schedule herein above written, as below mention cash / cheque / Draft/ N.E.F.T. / R.T.G.S.

Date	Bank of Branch	Cheque / Cash	Amount
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Total Rs. .00

(Rupees in word : _____) only.

Witness:-

1.

2.

Signature of the Land Owner / Developer