

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of
....., Two thousand Twenty-Two (202.....)
A.D.

BETWEEN

For T. C. ENTERPRISE

Raymond Kumar Thakur
Partner

(1) SRI MALAY KUMAR BHOWMICK (PAN NO- ADNPB3309B) , son of late - Pramath Lal Bhowmick by Occupation -Service (rtd.), residing at - Tollygunge police quarter,2nd floor Block No-M6,P.O.-Tollygunge,kol-33-Indian, hereinafter called and referred to as the "**LAND OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART** Represented by their constituted attorney **(1) SRI RANJAN KUMAR THATOI (PAN No- AIZPT 3575G)**, son of Sri Nilmani Thatoi, by faith-Hindu, by occupation- Business, by Nationality Indian, residing at **625**, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata - 700154, District South 24 Parganas, **(2) SRI CHANCHAL SARKAR (PAN NO- BLPPS2880B)**, Son of Makhan Lal Sarkar, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at- Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata - **700154**, District South 24 Parganas, by virtue of a Development power of attorney registered at the office of ADSR at Garia and entered in **Book no. I, Volume No. 1629-2021, Pages 111456 to 111484 Deed No. 162902059 for the year 2021.**

AND

T.C. ENTERPRISE a Partnership firm having its office at 441, Paschim Nischintapur, P.S. Narendrapur, Kolkata - 700154, District South 24 Parganas, represented by its **Partners (1) SRI RANJAN KUMAR THATOI (PAN No- AIZPT 3575G)**, son of Sri Nilmani Thatoi, by faith-Hindu, by occupation- Business, by Nationality Indian, residing at **625**, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata -

700154, District South 24 Parganas, **(2) SRI CHANCHAL SARKAR (PAN NO- BLPPS2880B)**, Son of Makhan Lal Sarkar, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at- Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata - **700154**, District South 24 Parganas, 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 its legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

The purchaser.....

hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless and excluded by or repugnant to the context be deemed to mean and include his heirs, administrators, executors, legal representatives and/or assigns) of the **OTHER PART**.

WHEREAS ALL THAT piece and parcel of Bastu land measuring **04 Cottahs 15 Chittaks 09 Sq.ft. more or less** situated at - Mouza - Boral, J.L. No. 61, comprised in C.S. Dag No. 634(P), appertaining to Khatian No- 178, within the limits of Rajpur - Sonarpur Municipality Ward No. 34, being Holding No.373, Boral, under P.S. - Narendrapur, A.D.S.R.O. at present Garia, in the District South 24 Parganas, belonged to one Smt. Krishna Bhattacharya w/o Brajendranath Bhattacharya got the land by virtue of sale Deed No-8844 registered at A.D.S.R.O. Alipore vide Book No-I, volume No-190 Pages-130 in the year-1990 then Sri Malay Kumar Bhowmick s/o Late Pramath Lal Bhowmick purchased the said land vide Deed No-1841,registered at A.D.S.R. Alipore, recorded in Book No. I, Volume No. 38, Pages from 86 to 95 Being No. 1841 for the year 1992 and seized and possessed

the said property without any disturbance or interference in any manner whatsoever.

AND WHEREAS the said Malaya Kumar Bhowmick mutated his name of the said land admeasuring 4kottah 15chittak09sft Rajpur sonarpur Municipality of the said property measuring 04 Cottahs 15 Chittaks 9 Sq.ft. situated at - Mouza - Boral, J.L. No. 61, comprised in C.S. Dag No. 634(P) appertaining to khatian No. 178, within the limits of Rajpur-Sonarpur Municipality Ward No. 34, being Holding No. 373, Boral, under P.S. - Sonarpur, now Narendrapur A.D.S.R.O. at present Garia, in the District South 24 Parganas .

AND WHEREAS thus Land Owners herein by virtue of said deeds become the absolute owner of the said land measuring 04 Cottahs 15 Chittaks 9 Sq.ft. more or less situated at - Mouza - Boral, J.L. No. 61, comprised in C.S. Dag No. 634(P), appertaining to khatian No. 178, Touzi No. 142, R.S. No. 199, within the limits of Rajpur-Sonarpur Municipality Ward No. 34, being Holding No. 373, Boral, under P.S. Sonarpur, A.D.S.R.O. at present Garia, in the District South 24 Parganas and have been seized and possessed the said property without any disturbance or interference in any manner whatsoever of or otherwise well and sufficiently entitled the said property free from all sorts of encumbrances.

AND WHEREAS the owners were desirous to raise a multi- storied building upon the said plot of land.

AND WHEREAS for want to experience Developer and also with necessary funds the owners were not in a position to raise multi-storied

building upon the aforesaid premises for which the owners were in search of the fittest and a reliable person who is financially sound and having experience in connection of building in order to complete the proposed project.

AND WHEREAS T.C. ENTERPRISE a Partnership firm having its office at 441, Paschim Nischintapur, P.S. Narendrapur, Kolkata - 700154, District South 24 Parganas, represented by its **Partners (1) SRI RANJAN KUMAR THATOI (PAN No- AIZPT 3575G)** , son of Sri Nilmani Thatoi, by faith- Hindu, by occupation- Business, by Nationality Indian, residing at **625**, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata - 700154, District South 24 Parganas, **(2) SRI CHANCHAL SARKAR (PAN NO- BLPPS2880B)** , Son of Makhan Lal Sarkar, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at- Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata - **700154**, District South 24 Parganas gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the owners **T.C. ENTERPRISE** as Developer approached the owners to enter into joint venture agreement for development of the aforesaid premises with a scheme to be formulated by the owners and to empower the Developer to raise proposed construction and/or the project.

AND WHEREAS having relied upon aforesaid representation made by the Developer, the owners had discussed the terms and conditions and consequently the owners and the Developer entered into a Development Agreement for construction of multi-storied building upon aforesaid premises, the terms and conditions mentioned therein. The said Development Agreement was registered at the office of **A.D.S.R. Garia**

and entered in Book no. I, Volume No. 1629-2021, Pages 91614 to 91665, Deed No. 162902051 for the year 2021.

AND WHEREAS by virtue of a registered Development Power of Attorney the Owners herein duly nominated, constituted and appointed the said **(1) SRI RANJAN KUMAR THATOI (PAN No- AIZPT 3575G)**, son of Sri Nilmani Thatoi, by faith- Hindu, by occupation- Business, by Nationality Indian, residing at **625**, Lichutala Road, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata - 700154, District South 24 Parganas, **(2) SRI CHANCHAL SARKAR (PAN NO- BLPPS2880B)**, Son of Makhan Lal Sarkar, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at- Sukanta Pally, P.O. Boral, P.S. Sonarpur now Narendrapur, Kolkata- **700154, District South 24 Parganas** as their true and lawful attorneys on behalf of the owners for smooth progress of the construction work and / or development project upon the aforesaid premises and sell out the flats to third parties. The said power of attorney was registered at the office of **A.D.S.R. at Garia and entered in Book no. I, Volume No. 1629-202, Pages111456 to 111484Being No. 162902059 for the year 2021.**

AND WHEREAS the Developer duly sanctioned building plan sanction by the Rajpur-Sonarpur Municipality and in terms of the said Development Agreement and Development Power of attorney Developer is entitled to sell and dispose of the flats/car parking together with undivided proportionate share in land of Developer's allocation.

AND WHEREAS out of the allocated part and/ or portion of the Developer's, the Developer declared to sell **ALL THAT** Piece and parcel of one self contained residential flat no. **2C**, on the 2nd **floor (south-west-North side) measuring about 517 sq. ft. carpet area more or**

less consisting of Two bed rooms, One kitchen cum dining room, one W.C, One Toilet and Two Verandah of the Ground plus three storied building together with undivided impartible proportionate share of the land underneath of the building of the said premises including right of easement, common facilities and amenities annexed thereto to the intending buyers.

AND WHEREAS being aware of such intention of the Developer, the Purchasers approached the Developer for purchasing the aforesaid flat of its allocation in the said building and the Developer has agreed to sell **ALL THAT** Piece and parcel of one self contained residential flat no. **2C**, on the 2nd **floor (south-west-North side) measuring about 517 sq. ft. carpet area more or less consisting of Two bed rooms, One kitchen cum dining room, one W.C, One Toilet and two Verandah** of the Ground plus three storied building specifically described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** undivided impartible proportionate share and/or interest in the land comprised in the said premises and attributable to the said flat and the common areas, portions and facilities and amenities in the said building (hereafter collectively referred to as the “**SAID FLAT**” and after inspecting the sanctioned building plan, its measurements, dimensions, documents of chain of title deeds and other monuments the Purchasers has agreed to purchase the said flat at or for the consideration amount of **Rs./ (Rupees)** only and entered into an agreement for sale and after payment of full consideration amount as per memo below both parties execute this Deed Of Conveyance.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for the consideration of the said sum of **Rs./**

(Rupees) **only** being the full amount of the consideration of said flat, together with undivided proportionate share of land of said premises paid to the Developer the receipt whereof the Developer doth hereby admit and acknowledge the payment of the same and the Owners/Vendors doth hereby grant, convey transfer, sell, assigns and assure and the Developer doth hereby confirm release and assure the same unto and in favour of the PURCHASER of said flat of the said Building together with undivided impartible proportionate share or interest in the land of said premise more particularly described in Second Schedule hereunder written **OR HOWSOEVER OTHERWISE** the said flat together with proportionate undivided Ownership of land underneath the building hereinafter referred to as the said property) now are or is or at any time or times heretofore were/was situated tenanted bounded, called, known, numbered, described or distinguished together with the free and common passage and also to have all rights of easements for passage, drains, lights, water, water-courses, sewer-pipe and all other usual rights to enter upon under and along the passage and all other benefits and amenities provided and/or as may be provided in future AND ALL the estate, right, title, interest, claim or demand whatsoever both at law or in equity of the Owners/Vendors unto and upon the said lands, hereditaments, buildings and premises or any part thereof together with all deeds, relating to or concerning the said property or may be in the possession or control of the Owners/Vendors or any other person or persons from whom they may procure the same without any action in law or in equity **AND ALL RIGHTS** and advantages of the Owners/Vendors by and under the covenant for production relevant title, deeds, relating to the said entire property **AND TO HAVE AND TO HOLD** the lands hereditaments flat hereby sold conveyed transferred assigned or

otherwise assured or intended so be unto and to the use of the PURCHASER whatsoever but subject to the payment of the proportionate share of the common expenses for the maintenance and up keep of the said building and the common parts including roof of the building thereof and Municipal Taxes, levies and other charges appertaining to the said land and building mentioned in the Third Schedule hereunder written and also subject to terms covenants and conditions hereinafter contained.

**1. THE OWNERS/VENDORS AND DEVELOPER DOTH HEREBY
COVENANTS WITH THE PURCHASER AS FOLLOWS :-**

a) The notwithstanding any act, deed or thing or committee suffered by the Owners/Vendors to the contrary the Owners/Vendors are lawfully rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat hereby sold, conveyed, transferred and assigned free from all encumbrances and liabilities whatsoever and that the Owners/Vendors have full power and absolute and indefeasible right and authority to sell, convey, transfer and assign the said flat only unto the PURCHASER in the manner aforesaid and according to the true intent and meaning of these presents.

b) That it shall be lawful for PURCHASER at all times hereafter peaceably and quietly to enter into and to hold occupy and enjoy the said flat and to receive rents issues and profits thereof without any hindrance interruption disturbance claim or demand whatsoever by the Owners/Vendors and Developer or any person or persons claiming any estate, right, title and interest from under through or in trust for the Owners/Vendors and Developer well and sufficiently saved defended kept harmless and indemnified of from and against all former and other

estates title, charges encumbrances and liabilities whatsoever made upon done execute or occasioned by the Owners/Vendors.

c) The Owners/Vendors/Developer and all persons claiming any right, title or interest in the said flat through from under or in trust for the Owners/Vendors and Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the cost and expenses of the PURCHASER make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts, deeds, matters and things for further assuring the said flat unto the PURCHASER as may be required.

2. THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS/VENDORS/DEVELOPER AS FOLLOWS :-

a) From and after the date of receipt delivery of possession of the said flat the PURCHASER shall not be entitled for partition of the said flat by metes and bounds.

b) The PURCHASER or their servants and agent shall not in any way obstruct or causes to be obstructed the common passages, landings area, roofs or stair case of the property nor store therein any rubbish or other materials goods of furniture nor shall do or cause to be done or allow any act, deed, matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common conveniences of the said property be in any way prejudicially affected or vitiated.

c) The PURCHASER shall not allow any occupier of the said flat to demolish or remove or caused to be demolished or removed any structure roofs, ceilings, walls, doors and windows in or about the said property **PROVIDED THAT** nothing herein contained prevent the PURCHASER to

decorate the said flat and/or repair and/or replace any fixtures and fittings doors and windows and to affect such other repairs as may be necessary for the use, occupations and/or enjoyment of the said flat.

d) The PURCHASER shall maintain at their own costs the said flat required by them in the same good condition, state and other in which the same shall be delivered to them and shall abide by all laws, bye-laws, rules and regulations of the Government, Municipality and/or any other authorities and shall attend, answer and be responsible for all deviations violations and breach of any of the conditions or laws or rules and regulations and shall observe and performs all the terms and conditions herein contained. The PURCHASER shall not do any structural additions or alteration in the said flat or erect brick partitions.

e) The PURCHASER shall not use the said flat any portion thereof in such manner which may be or is likely to cause nuisance or annoyance to the occupiers of the other units/flats in the said building or to the owner or occupiers of adjoining or neighboring properties nor shall use the same for commercial purpose.

f) The PURCHASER shall not install or affix any name plate, board or letter box at any place other than the place, specified for the purpose in the said building.

g) Save and except in respect of the said flat together with undivided proportionate share or interest in the land applicable to the floor space sold by the Owners/Vendors/Developer herein save and except the rights and benefits of the common parts the common easements, quasi-easements, benefits privileges and advantages appertaining, thereto to be covered or granted under these presents, the PURCHASER shall have no

claim or right of any nature in other floor spaces unit/flats and areas of the said building and/or the said property.

h) Until formation of a society or an association amongst the PURCHASER as stated hereinafter shall permit the Owners/ Vendors/ Developer and /or the person or persons for the time being the management of the said building and its surveyors and agents with or without workmen and others at the reasonable time of the PURCHASER to enter and upon the said flat of the building or any part thereof for the purpose of maintaining, rebuilding, clearing, freeing, closing, lighting and keeping in order and good condition all service drainage, pipes, cables water covers, gutters, wires, part structures belonging to or serving or used for the said building and also for the purposes of pulling done, maintaining, repairing and testing drainages gas and water pipes and electric wires and for similar and/or any other purpose.

i) The PURCHASER shall not keep or store in the said flat any inflammable or combustible articles such as explosives chemicals, films or any offensive articles such hide or manners or food grains or any other articles giving an offensive smell nor shall the PURCHASER do anything which shall be constitute any nuisance or annoyance to the occupiers of the other flats, in the said building.

j) The **OWNERS/VENDORS** and the **DEVELOPER** both hereby admit and acknowledge and from the same and every part thereof the **VENDORS / DEVELOPER** hereby acquit release and forever discharge free from all encumbrances the said **ALL THAT** Piece and parcel of one self contained residential flat no. **2C**, on the 2nd **floor (south-East-North side) measuring about 517 sq. ft. carpet area more or less consisting of Two bed rooms, One kitchen cum dining room, one W.C, One Toilet**

and two Verandah of the **Ground Plus Three** storied building situated at **Mouza** - Boral, J.L. No. 61, comprised in. C.S. Dag No. 634 (P), (P), appertaining to Khatian No. 178, within the limits of Rajpur- Sonarpur Municipality, ward No- 34, Holding No- 373, Boral "A", under P.S.- Sonarpur now Narendrapur, A.D.S.R. Now Garia, in the District of South 24 parganas.

k) The **PURCHASER** shall and will at all times hereafter hold possess and enjoy the said flat as sole OWNER and has full right to transfer, sale, lease, gift, will, rent (Residential purpose and not for commercial purpose) or mortgage etc without any interruption claim and demand whatsoever from the **OWNERS/ VENDORS** or **DEVELOPER** or any person or persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said flat.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(Entire Property)**

ALL THAT piece or parcel of Bastu Land measuring about **04 Cottahs 15 Chittaks 09 Sq.ft.** more or less as per present measurement together with Ground plus Three storied building standing thereon situated at **Mouza** - Boral, J.L. No. 61, comprised in. C.S. Dag No. 634 (P) appertaining to khatian No. 178, within the limits of Rajpur- Sonarpur Municipality, ward No- 34, Holding No- 373, Boral "A", under P.S.- Sonarpur now Narendrapur, A.D.S.R. Now Garia in the district of south 24 parganas which is butted and bounded by:

On the North : 12ft wide common passage.
On the South : land of Alok Mukherjee&Pulak
Mukherjee.
On the East : Land under c.s.Dag no-635.
On the West : 12ft wide common passage.

-:: THE SEDOND SCHEDULE ABOVE REFERRED TO :: -

(SAID FLAT HEREBY SOLD)

ALL THAT Piece and parcel of one self contained residential flat no. 2C, on the 2nd **floor (south-East-North side) measuring about 517 sq. ft. carpet area more or less consisting of Two bed rooms, One kitchen cum dining room, one W.C, One Toilet and two Verandah** of the **Ground Plus Three** storied building situated at **Mouza** - Boral, J.L. No. 61, comprised in. C.S. Dag No. 634 (P) appertaining to khatian No. 178, within the limits of Rajpur- Sonarpur Municipality, ward No- 34, Holding No- 373, Boral "A", under P.S.- Sonarpur now Narendrapur, A.D.S.R. Now Garia, in the District of south 24 parganas **TOGETHER WITH** undivided proportionate share in land including other common facilities such as overhead and underground water reservoir, drainage, sewerage, pathways and particularly described in the **FIRST SCHEDULE** above together with the benefits of common areas and facilities referred in the Fourth Schedule hereinafter appearing.

-:: THE THIRD SCHEDULE ABOVE REFERRED TO::-

(Common Area and facilities)

Stair case on all floors, staircase, landing on all floors, ultimate roof of the said building.

Common passage from Municipality Road to the Ground floor stair case landing, water pump, water tank and other plumbing installations and pump room, Toilet.

Electrical wiring, motors, electrical fittings (except those which are installed for any particular unit), Electrical Sub-station etc.

Drainage and sewers, Boundary wall and main gate.

Such other fittings, equipment and fixtures which are being used commonly either for the common purpose or needed for using the individual facilities / amenities.

-:: THE FORTH SCHEDULE ABOVE REFERRED TO :: -

(Common Expenses)

The expenses of maintaining etc., Expenses of mother meter and common meter, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement water electricity supply system to all common areas, mentioned in Fourth Schedule hereinbefore.

The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.

The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building lobby, staircase and other common areas.

Salaries of all persons and other expenses for maintaining the said building.

Corporation taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.

Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities.

IN WITNESSES whereof the parties hereto put their respective hands and seals on the day month and year first above written.

Signed, sealed & delivered

In presence of:-

WITNESSES:-

1.

**Signature of the VENDORS/ OWNERS
Represented by their constituted Attorney**

2.

Signature of the DEVELOPER

Signature of the PURCHASER

DRAFTED BY ME

ADVOCATE

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of **Rs./ (Rupees)** only as per the terms of these presents as per the memo below:

BY CHEQUE/ R.T.G.S.

BANK & BR.	CHQ.	DATE	AMOUNT
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TOTAL Rs./ (Rupees) only.

For T. C. ENTERPRISE

Raymond Kumar Thakur
Partner

SIGNATURE OF THE DEVELOPER

WITNESSES:

1

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