

# DEED OF CONVEYANCE

**THIS INDENTURE OF CONVEYANCE** is made, effected, instrumented and/or executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand Twenty (2020) A.D.

## **BY AND BETWEEN**

**SK. SABIR ALI**, Son of Sk. Musaraf Ali, by faith- Islam, by Nationality- Indian, by occupation- Business, residing at Raghunathpur, P.O.- Jhargram, P.S. – Jhargram, Dist. – Jhargram, Pin- 721507, hereinafter referred to and called as the “**OWNER /VENDOR**”(which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son /daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_, (PAN \_\_\_\_\_) hereinafter called the “Allottee” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

## **BACK GROUND:**

**WHEREAS** the land owner / first part is seized and possessed of and sufficiently entitled to Bastu land measuring a total area 17 Decimal i.e. 7,405.20 Sq. Ft. (more or less) in R.S. Plot No. – 1095 under R.S. Khatian No. – 4 corresponding to L.R. Plot No. – 1945 under L.R. Khatian No. – 12869 within the ambit of Ward No. – 14 of Jhargram Municipality within Mouza – Jangalkhas, J.L. No. – 395 under Jhargram Police Station in the District of Jhargram in the schedule hereinafter specifically written. The land owner / First Part got and acquired the landed property measuring an area of 17 decimals i.e. 7405.20 Sq. Ft. (more or less) in R.S. Plot No. – 1095 corresponding to L.R. Plot No. – 1945 within Mouza – Jangalkhas, J.L. No. – 395 under Jhargram P.S. in the District of Jhargram by dint of three Registered Sale Deed being No. – 75 for the year 2020, 76 for the year 2020 and 77 for the year 2020 of A.D.S.R.O., Jhargram. During the continuance of peaceful possession of the aforesaid landed property in Mouza – Jangalkhas, J.L. No. – 395 by the land owner / first part on payment of rents, revenues and taxes to the Government of West Bengal through the B.L. & L.R.O, Jhargram as well as Jhargram Municipality and other competent authorities, the aforesaid landed property in Mouza – Jangalkhas, J.L. No. – 395 has been duly mutated in the name of the land owner in L.R. Khatian No. – 12869 under the provision of W.B.L.R. Act.

**AND WHEREAS** the Bastu land measuring an area 17 Decimals i.e. 7,405.20 Sq. Ft. (more or less) in R.S. Plot No. – 1095 under R.S. Khatian No. – 4 corresponding to L.R. Plot No. – 1945 under L.R. Khatian No. – 12869 within the ambit of Ward No. – 14 of Jhargram Municipality within Mouza – Jangalkhas, J.L. No. – 395 under Jhargram Police Station in the District of Jhargram specifically described above is free from all encumbrances, charges, liens, lispensens, execution, attachments, requisition, acquisitions, proceedings, schemes and or any alignment of any authority and or any other local statutory body and all other liability whatsoever.

**AND WHEREAS** the Promoter / Developer as well as Landlord SK. Sabir Ali as well as the sole Proprietor of “**NEW SUJAN APARTMENT**” has / have already started the work of construction of the residential cum commercial multi storied building/s known & named as upon the said

landed property according to modern test and design consisting of several residential units / flats, commercial units & car parking space according to sanctioned Building Plan of Jhargram Municipality being Building Permit No. – **SWS-OBPAS/1501/2022/0243 dated 20-12-2022.**

**AND WHEREAS** the Owner / Vendor herein desired for construction of a Multi storied building consisting of several Flats and / or Garages / units on the said land by Sanctioning Plan from South Dum Dum Municipality and the Owner / Vendor herein for fulfillment of her intention or object to develop the said property by raising construction of a Multi storied building consists of several number of flats / units on each floor.

**AND WHEREAS** the Purchasers herein of the other Part after taking inspection in respect of the title of the land, Sanctioned Plan and its design and drawing and other specification whatsoever has satisfied **themselves** desire to purchase a Flat Vide No. \_\_\_\_\_, on the \_\_\_\_\_ Side of the \_\_\_\_\_ Floor, measuring a super built up area of \_\_\_\_\_ Sq. Ft. more or less equivalent to \_\_\_\_\_ Sq. mt corresponding to Super built up area \_\_\_\_\_ Sq. ft. equivalent to \_\_\_\_\_ Sq. mt.

**AND WHEREAS** the Owner / Vendor and Developer herein have agreed to sell the said Flat Vide No. \_\_\_\_\_, on the \_\_\_\_\_ Side of the \_\_\_\_\_ Floor, measuring a super built up area of \_\_\_\_\_ Sq. Ft. more or less equivalent to \_\_\_\_\_ Sq. mt corresponding to Super built up area \_\_\_\_\_ Sq. ft. equivalent to \_\_\_\_\_ Sq. mt. of the said proposed building morefully and particularly described in the Second Schedule hereunder written, together with undivided proportionate share or interest in the said land morefully and particularly described in the First Schedule hereunder written and the Purchasers **have** agreed to purchase the same free from all encumbrances, charges, liens, lispences, attachments, acquisitions and requisitions and all other liabilities whatsoever the total consideration price of **Rs.** \_\_\_\_\_/- ( Rupees \_\_\_\_\_) only depending upon final measurement.

**Vendors/Owners and the Purchasers entered into an Agreement for Sale** :: In terms and conditions of the above Verbal Agreement for Sale made between the Vendors/Owners herein as the First Part and the Developer herein as the Second Part and the Purchasers herein as the Third Part, the Vendors/Owners and The Developer have agreed to sell and the Purchasers has agreed to purchase the **ALL THAT** one self contain Flat in being Flat Vide No. \_\_\_\_\_, on the \_\_\_\_\_ Side of the \_\_\_\_\_ Floor, measuring a super built up area of \_\_\_\_\_ Sq. Ft. more or less equivalent to \_\_\_\_\_ Sq. mt corresponding to Super built up area \_\_\_\_\_ Sq. ft. equivalent to \_\_\_\_\_ Sq. mt. of the said building including undivided impartible proportionate share or interest in the land or ground together with undivided common rights on the terrace and parapet walls, all common amenities and facilities appended thereto the said building, more fully mentioned and described in the **SECOND SCHEDULE** hereunder in the said for the total price of consideration of **Rs.** \_\_\_\_\_/- [Rupees \_\_\_\_\_] only free from all encumbrances and liabilities whatsoever.

On the request of the Purchasers, the Vendors/Owners/Developer 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 **SECOND SCHEDULE** 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 Vendors/Owners, 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 Vendors/Owners 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 Vendors/Owners and further there is no impediment, or bar for the Vendors/Owners 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 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 Vendors/Owners hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal 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 Vendors/Owners 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 Vendors/Owners 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 VENDORS / OWNERS AND DEVELOPER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASERS 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/Owners 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 Vendors/Owners.

**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 South Dum Dum Municipality, CESE 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 earlier, on account of municipal taxes, levies, electricity bills etc.

**7.** That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners 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 Vendors/Owners 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 Vendors/Owners 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 Vendors/Owners 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 Vendors/Owners 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 Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendors/Owners 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 Vendors/Owners also vehemently declare that neither any declaration nor any undertaking, in respect of and in regard to the Scheduled property, have been given, and/or declared and/or announced to any body corporate, bank, person, organization etc. which holds and/or causes and/or effects any encumbrance and/or charge to the Scheduled property and/or affects the title of the Scheduled property.

15. The Vendors/Owners 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.

16. 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 Developer/vendors or any co-owners shall have no objection to any such transferred.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE ENTIRE PROPERTY)**

ALL THAT piece and parcel of the Bastu land measuring a total area 17 Decimal i.e. 7405.20 Sq. Ft. (more or less) in R.S. Plot No. – 1095 under R.S. Khatian No. – 4 corresponding to L.R. Plot No. – 1945 under L.R. Khatian No. – 12869 within the ambit of Ward No. – 14 Jhargram Municipality within Mouza – Jangalkhas , J.L. No. – 395 under Jhargram Police Station in the District of Jhargram formerly Paschim Medinipur mentioned together with all right of easements, common facilities and amenities annexed thereto.

Butted & Bounded by :-

On the North	:	SUJAN APARTMENT OPEN SKY.
On the South	:	20 ft. Road
On the East	:	20 ft. Road
On the West	:	REST PLOT OF LR PLOT NO 1945.

**THE SECOND SXHEDULE ABOVE REFFRRED TO**  
**(RESIDENTIAL UNIT / FLAT)**

ALL THAT one self – contained **Residential Unit / Flat being No. – \_\_\_\_\_** on the \_\_\_\_\_ floor measuring covered area of \_\_\_\_\_ Sq. Ft. i.e. **Super Built Area of \_\_\_\_\_ Sq. Ft.** within the multi storied building of the **Block – A** named and known as **“NEW SUJAN APARTMENT”** together with proportionate share of interest in the land of the said housing complex along with proportionate share of the common space / areas in and around the building including all amenities, facilities, right & liberties thereto situated in R.S. Plot No. – 1095 under Khatian No. – 4 corresponding to L.R. Plot No. – 1945 under L.R. Khatian No. – 12869

within the ambit of Ward No. – 14 Jhargram Municipality within Mouza – Jangalkhas , J.L. No. – 395 under Jhargram Police Station in the District of Jhargram.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, roof, stairways entrance to and exist from the building intended for common use.
2. Common rights on the passages and lobbies on the Ground Floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
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. All drains, sewers, drainage rain water pipes, septic tank, under ground deep tube well with boring therein,
8. 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.
9. Including common rights to use the roof terrace of the said building with other co-owners.
10. Outside Paved periphery of the building stair. Lobby, Landing, entrance can't be used for parking of Motorcycle, cycle.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

[Common Expenses]

- i.** All costs of maintenance, replacing, repairing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
- ii.** The costs of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
- iii.** Insurance premium for insuring the said building against earthquake fire, lightening, mob-damages, civil commotion etc.
- iv.** The salaries of clerks, Caretaker, sweepers, electricians, plumbers and all other persons employed for the same purpose.
- v.** All charges and deposits for supplies of common utilities to the co-owners in common.
- vi.** Municipal Taxes and other outgoing expenses those as are separately assessed on the respective flat or unit.
- vii.** Cost and charges of establishment for maintenance of the said building and for watch and ward staff.
- viii.** All litigation expenses for protecting the title of the said land and building.
- ix.** The office expenses incurred for maintenance of the office for common purpose.
- x.** Costs of establishment and operation of the Association upon its formation relating to common purposes.

**xi.** All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.

**xii.** All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

**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 TH VENDORS/OWNERS/DEVELOPER**

2.

**SIGNATURE OF THE PURCHASERS**

**MEMO OF CONSIDERATION**

Received a sum of **Rs.** \_\_\_\_\_ /- [Rupees \_\_\_\_\_ ]  
 only as full and final consideration as follows:- .

<b><u>DATE</u></b>	<b><u>BANK</u></b>	<b><u>BRANCH</u></b>	<b><u>CHEQUE</u></b>	<b><u>AMOUNT (Rs)</u></b>
<b>TOTAL AMOUNT (Rs)</b>				_____ /-

( \_\_\_\_\_ Only)

**IN THE PRESENCE OF :**

1.

2.

**SIGNATURE OF THE DEVELOPER**