

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand

By and Between

SRI RABINDRA NATH MONDAL, (PAN-AFEPM5244H, AADHAAR NO: 8899 3909 9580), son of Late Kshitish Chandra Mondal, by Occupation: Business, by faith: Hindu, by Nationality: Indian, residing at Premises No: 7, Raja Subodh Chandra Mallick Road, P.O: Garia, P.S: Patuli, Kolkata-700084, represented by his Constitute Attorney **Sri Kalyan Mondal (PAN:ADUPM6415G, AADHAAR NO: 2619 5309 6657)** son of Late Kshitish Chandra Mondal, by faith: Hindu, by occupation: Business, by Nationality: Indian, residing at Premises No: 45, Kendua Main Road, P.O: Garia, P.S: Patuli, Kolkata: 700084, authorized vide Development Power Of Attorney after registered Development Agreement dated 9th day of December, 2022 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2023, Pages from 1085 to 1105 bearing No: 160319096 of the year 2022 hereinafter jointly referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in respect of the companies their respective successor or successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**;

AND

M/S. ANANYA CONSTRUCTION, a proprietorship firm having its office at Premises No: 45, Kendua Main Road, P.O: Garia, P.S: Patuli, Kolkata: 700084, represented by its Proprietor **Sri Kalyan Mondal (PAN:ADUPM6415G, AADHAAR NO: 2619 5309 6657)** son of Late Kshitish Chandra Mondal, by faith: Hindu, by occupation: Business, by Nationality: Indian, residing at Premises No: 45, Kendua Main Road, P.O: Garia, P.S: Patuli, Kolkata: 700084, 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

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (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 **THIRD PART**;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives,

executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. One Dharendra Nath Mandal was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner, amongst other Properties to ALL THAT piece and parcel of land containing an area of 34 Decimal equivalent to 20 (Twenty) Cottahs 9 (Nine) Chittacks 5 (Five) Square feet more or less situate lying at and being R.S. Dag No: 847 recorded in R.S. Khatian No: 609 in Mouza: Baishnabghata, J.L. No: 28, in the then P.S: Jadavpur (now Patuli), in the then District of 24 Parganas (now South 24 Parganas) (hereinafter referred to as "the said Larger Property"), absolutely and forever.
- B. By one Bengali Deed of family Settlement and Trust registered on 5th January 1972 made by the said Dharendra Nath Mandal therein referred to as the Settler and Khitish Chandra Mondal therein referred to as the Trustee, and registered in the office of Sub-Registrar, Alipore and recorded in Book No. I Volume No. 13 Pages from 97 to 106 Being No. 61 for the year 1972, the said Dharendra Nath Mandal, settled among other Properties and by virtue of the said Deed of family Settlement and Trust Rabindra Nath Mondal became the absolute owner of the said Larger Property mentioned in Schedule Ka therein, absolutely and forever.
- C. Upon the death of the said Dharendra Nath Mandal, a Hindu, by virtue of the aforesaid Deed of family Settlement and Trust registered on 5th January 1972, the Owner herein became seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute owner of ALL THAT the said Larger Property, absolutely and forever.
- D. The Owner herein had got his name mutated in the records of the then Calcutta Municipal Corporation in respect of the said Larger Property, which was subsequently separately assessed and numbered by the then Calcutta Municipal Corporation as Premises No: 200, Kendua Main Road, under Ward No. 101 (bearing Assessee No:

311011302006) and continued to be the sole and absolute owner thereof.

- E. Thereafter the Owner herein, had by a Deed of Gift dated 30th April 2010 and registered in the Office of Additional District Sub-Registrar, Alipore in Book No: I, CD Volume No: 16, Pages 1210 to 1222, Being No: 03526 for the year 2010, had out of his love and affection, conveyed transferred and gifted ALL THAT piece and parcel of Bastu land, measuring 5 (Five) Cottah 7 (Seven) Chittak 28 (Twenty Eight) Square feet Square feet more or less out of the said Larger Property to and in favour one of his son, Shantanu Mondal, absolutely and forever.
- F. By another Deed of Gift also dated 30th April 2010 and registered in the Office of Additional District Sub-Registrar, Alipore in Book No: I, CD Volume No: m16, Pages 1223 to 1235, Being No: 03527 for the year 2010 out of his love and affection, conveyed transferred and gifted ALL THAT piece and parcel of Bastu land measuring 5 (five) Cottahs 12 (Twelve) Chittacks 36 (Thirty Six) more or less out of said Larger Property, to and in favour of his another son, Ujjal Mondal, absolutely and forever.
- G. In the event aforesaid, after the said Gifts and a portion of the land being utilised for public utility/interest, the Owner herein namely **SRI RABINDRA NATH MONDAL** thereafter is presently seized and possessed of and/or otherwise well and sufficiently entitled to as the sole and absolute and lawful owner of land lying and situated at Premises No: 200, Kendua Main Road, under L.R. & R.S. Dag No: 847 and recorded in L.R. Khatian No: 867 corresponding to R.S. Khatian No: 609, Mouza: Baishnabghata, J.L. No: 28, P.S: Patuli (Formerly Jadavpur), P.O: Garia, Kolkata: 700084, Assesses No: 311011302006 within the limits of Ward No: 101, Borough No: XII, Kolkata Municipal Corporation admeasuring 4 Cottah 12 Chittak 36 Square Feet or 265.517 square meters more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder and hereinafter referred to as "Said Land", absolutely and forever.
- H. The Owner and the Promoter have entered into a Development Agreement dated 9th day of December, 2022 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2023, Pages from 1126 to 1155 bearing No: 160319097 of the year 2022.

- I. Subsequently the Owner, in favour of the Developer, executed Development Power Of Attorney after registered Development Agreement dated 9th day of December, 2022 registered at the office of the District Sub-Registrar – III, South 24 Parganas and recorded in Book No: I, Volume No: 1603-2023, Pages from 1085 to 1105 bearing No: 160319096 of the year 2022.
- J. The Owners/Vendors caused to be obtained various permissions approvals and/or consents for undertaking a Building named “**BANDANA**” on the entirety of the said land and also caused a map or plan which was sanctioned Building Plan No: 2023120183 dated 13.07.2023 (hereinafter referred to as the said PLAN) sanctioned by the Kolkata Municipal Corporation for undertaking the construction of the said Project.
- K. The Promoter has registered the Real Estate Project with the Regulatory Authority appointed under the West Bengal Housing Industry Regulation Act 2017 having Registration No: _____ dated _____.
- L. Pursuant to Application made by the Allottee dated ____ and the Promoter granted allotment by a Booking Confirmation Letter dated _____ was issued to the allottee. Thereafter by an Agreement for Sale dated _____ and recorded in Book No: I , Volume No.____ , Pages _____ to _____ , Being No.____ for the year _____ the Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Unit No..... on the floor of Type - the situation whereof is shown in the master plan annexed hereto and bordered in Red, containing by admeasuring Sq. Ft. carpet area corresponding to _____ Sq.Ft Built Up area TOGETHER WITH the pro-rata share in the common parts, portions, areas, facilities, and amenities working out to Sq. Ft. Super Built-up area TOGETHER WITH the Right to use Dependent/Independent car(s) parking Space more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the SAID UNIT AND THE PROPERTIES APPURTENANT THERETO) at or for a consideration of Rs..... (Rupees only) more fully described in the **THIRD SCHEDULE** hereunder written.
- M. The Allottee has: -

- 1) Fully satisfied himself/herself/ itself as to the title of the Owners/Vendors and the right of the Promoters in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Promoter.
- 3) Inspected the plan sanctioned by the authorities concerned in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottee shall remain restricted to the said Unit and the Properties Appurtenant Thereto.
- 6) Examined and satisfied himself/herself/itself about the General Terms and Conditions as contained in the Agreement for Sale dated _____ and agrees to abide by it.
- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottee shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied himself/herself/itself as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- 9) Structural stability of the Building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the Building.

N. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject

or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs./- (Rupeesonly). of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said Unit and properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Unit No on the Floor, Unit Type-___ in the Building containing carpet area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to _____ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities in common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit And the Rights And Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

AND THE OWNERS /VENDORS AND THE PROMOTER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE ALLOTTEE AS FOLLOWS:

- a. Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoters done or executed or knowingly suffered to the contrary the Owners/Vendors is or the Promoters are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Unit And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a

perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.
- c. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoters.
- d. The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoters or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoters or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

- g. The Owners/Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- h. The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Unit and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTERS AS FOLLOWS:

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or share holder, as the case may be, of the Unit Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters and/or the holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts deed and things.
- c. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organisation shall

remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of land admeasuring 3 Cottahs 15 Chittaks 23 Square Feet or 265.517 square meters lying and situated at 140, Ashoke Road, under R.S. Dag No: 361, R.S. Khatian No: 237 corresponding to L.R. Dag No: 356, L.R. Khatian No: 392 & 393 (Previously 294, 296, 298, 300 & 302), Mouza: Bademoshar, J.L. No: 31, P.S: Patuli (Formerly Jadavpur), P.O: Garia, Kolkata: 700084, within the limits of Ward No: 101, Borough No: XI, Kolkata Municipal Corporation butted and bounded as follows:

On the North : Land of Plot No: 4 & 5
On the South : Land of same dag number
On the East : Land of Plot No: 2 & 3
On the West : 15 Feet Wide Road

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)**

ALL THAT the Unit No. _____ on the _____ Floor of the Building admeasuring _____ Sq.Ft (Carpet Area/Chargeable Area) corresponding to _____ Sq.Ft (Built Up Area) and _____ Sq.Ft (Super Built Up Area) in the project named **“BANDANA”** under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in **RED** and marked **ANNEXURE-2 Together with** the right to use _____ Car Parking Space Covered (Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(PAYMENT PLAN BY THE ALLOTTEE)**

MODE OF PAYMENT	DATE	CHEQUE/RTGS/NEFT/UPI/OTHER	AMOUNT

TOTAL			

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE: (INCLUDING JOINT BUYERS)

(1) _____

(2) _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature _____

Name

Address _____

2. Signature _____

Name

Address _____