

**DEED OF CONVEYANCE OF FLAT (ON
OWNERSHIP BASIS)**

THIS DEED OF CONVEYANCE OF FLAT MADE THIS
THE _____ DAY OF _____ IN THE
YEAR TWO THOUSAND AND NINETEEN (2019).

Contd....2

MATA DI REAL ESTATE

Raj Kumar Mishra

Proprietor

BETWEEN

"MATA DI REAL ESTATE, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, Represented by **CONSTITUTED ATTORNEY** of Land Owners (1) **SRI BIJOY KUMAR SAHA**, (PAN), (2) **SRI DIPAK KUMAR SAHA**, (PAN), both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, and (3) **SRI NIMAI BANERJEE**, (PAN), son of late Sunil Kumar Banerjee, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, hereinafter called the **"FIRST PARTY/ATTORNEY HOLDER"** (which expression shall unless executed by or repugnant to the context be deemed to mean and include its/his/heirs, executors, administrators, legal representatives or assigns) of the **"FIRST PART"**.

AND

"MATA DI REAL ESTATE, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **RAJ KUMAR MISHRA**, (PAN), son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, hereinafter referred to as the **"SECOND PARTY/DEVELOPER/VENDOR"** (which terms of expression shall unless excluded by or repugnant subject to the context to deemed to mean and include his/its/heirs, executors, legal representatives and/or assign) of the **SECOND PART**.

AND

SRI, (PAN), son of Sri, by faith - Hindu, by Profession -, residing at Pin, West Bengal, hereinafter referred to as the **"THIRD PARTY/PURCHASER/S"** (Which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his/her/their heirs, executors, legal representatives, administrators, nominees and/or assigns) of the **THIRD PART**.

Contd....3

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

AND WHEREAS accordingly the **Dominion Land & Industries Limited** being thus lawfully seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the properties forming part and parcel of land known and proclaimed as "KAILASH NAGAR SCHEME NO. III.

AND WHEREAS subsequently, the said **Dominion Land & Industries Limited**, represented its Director, namely Sudhir Kumar Dutta, sold the "A" Schedule property to → **Sri Nimai Banerjee**, son of late Sunil Kumar Banerjee, of Quarter No. E-17/6, B.T.P.S. Township, Post. Tribeni, P.S. Mogra, District. Hooghly, by way of Sale Deed being No. **2483 of 1975**, recorded in Book No. I, Vol. No.35, Pages from 20 to 29, registered with D.S.R. Hooghly, (which is a **Principle Deed**), where areas of land total is by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft. The property is situated at 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5 under Hooghly-Chinsurah Municipality, having 12' ft. wide common passage on the south side to get entrance in the "A" Schedule property.

AND WHEREAS subsequently, Sri Nimai Banerjee, son of late Sunil Kumar Banerjee, sold more or less 03 Cottach 06 Chitaks 12 Sq. ft., out of his total land by admeasuring 07 Cottahs - 06 Chittacks - 18 Sq. ft., to → **(i) Sri Bijoy Kumar Saha, (ii) Sri Dipak Kumar Saha**, both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, by way of Sale Deed being No. **12 of 2002**, recorded in Book No. I, volume No. I, Pages from 73 to 80, registered with A.D.S.R. Sadar, Hooghly.

AND WHEREAS subsequently, **(i) Sri Nimai Banerjee**, son of late Sunil Kumar Banerjee, **(ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha**, sons of late Sachindra Lal Saha, after acquiring the property by way of aforesaid title deeds, mutated their names from the concern B.L. & L.R.O. under the L.R. Khatian No. **6553** (in the name of Nimai Banerjee), **5655** (in the name of Bijoy Kumar Saha) and **5656** (in the name of Dipak Kumar Saha), under **L.R. Dag No. 2740** corresponding to R.S. Dag No.1942 & 1944, J.L. No. 9, Mouza-Bally, more fully described in the "A" Schedule below and also from Hooghly-Chinsurah Municipality.

AND WHEREAS "DOMINION LAND & INDUSTRIES LIMITED" was previously a Registered Joint Stock Company, having its registered office at 154, Harish Mukherjee Road, Kolkata-700025, but subsequently the said company has converted its status from

MATA DI REAL ESTATE

Raj Kumar Mishra

Contd....5

which has mentioned in the "Developer's Agreement for Development" being No. **060304679 for the year 2016 &** one "General Power of Attorney" being No. **060304693 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, executed by **Sri Nimai Banerjee** AND another "Developer's Agreement for Development" being No. **060304678 for the year 2016 &** one "General Power of Attorney" being No. **060304694 for the year 2016**, both are registered with A.D.S.R., Chinsurah, Hooghly, respectively executed by **(ii) Sri Bijoy Kumar Saha, (iii) Sri Dipak Kumar Saha.**

(Subject Matter of Conveyance)

IN THIS INDENTURE, the terms used, shall unless they be contrary and/or repugnant to the context, mean and include the following :-

1. "FIRST PARTY/ATTORNEY HOLDER" shall mean and include **RAJ KUMAR MISHRA**, son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, Represented by **CONSTITUTED ATTORNEY** of Land Owners (1) SRI NIMAI BANERJEE, son of late Sunil Kumar Banerjee, (2) SRI BIJOY KUMAR SAHA, (3) SRI DIPAK KUMAR SAHA, both are sons of late Sachindra Lal Saha, of 478, Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Pin-712123, and their heirs, successors, executors, administrators, legal representatives and / or assigns.

2. "SECOND PARTY/ DEVELOPER/VENDOR" shall mean and include "**MATA DI REAL ESTATE**, a Proprietorship firm having its office at 24/1, Abhoy Guha Road, District Howrah, represented by its proprietor viz. **SRI RAJ KUMAR MISHRA**, son of Late Jagarnath Mishra, by faith Hindu, by profession Business, residing at 41 Thakurdas Ghosh Street, Belur, Dist. Howrah, and his/its/heirs, executors, legal representatives and/or assign.

3. "THIRD PARTY/PURCHASER/S" shall mean **SRI**, son of Sri, by faith - Hindu, by Profession -, residing at, Pin, West Bengal, and include his/her/their heirs, executors, legal representatives, administrators, nominees and/or assigns.

4. SAID PROPERTY/LAND shall mean the Land contained in the Premises more fully described in the "**A**" **SCHEDULE** below.

Contd...7

- 11. PROPORTIONATE SHARE** shall mean the proportionate or ratio which the floor space of the flat bears to the aggregate of the floor space of all the flats.
- 12. COVERED AREA** shall according to its context mean the plinth area of the Said Unit or all the Units in the Building, including the bathrooms and balconies and also the thickness of the boundary walls, internal walls and pillars and also including proportionate share of covered area of the common portions **PROVIDED THAT** if any wall be common between 2 (two) Units, then $\frac{1}{2}$ (one-half) of the area under such walls shall be including in each such Units.
- 13. PARKING SPACE** shall mean the open/covered spaces in the premises for parking of 1 (one) medium sized motor car, more fully described in **PART-II** of the "**B**" **SCHEDULE** hereto and agreed to be allotted to the purchaser/s.
- 14. PALNS** shall mean the plans, drawings and specifications of the Building, prepared by the Architect and sanctioned by the Hooghly-Chinsurah Municipality vide Sanction Plan No. B/270 (2018-19) dated 09/10/2018, **PROVIDED THAT** it shall also include all alternations/modifications therein, from time to time by way of Revised Plan, made with the approval of the Architect and/or the Hooghly-Chinsurah Municipality/Corporation.
- 15. PREMISES** shall mean the premises described in the "**B**" **SCHEDULE** hereto and delineated on the Map marked "A" and bordered "Red" thereon and shall also include the Building to be constructed and completed thereon, wherever the context so permits.
- 16. COMMON EASEMENT** shall mean all easements, rights, liabilities and privileges etc.
- 17. MEASUREMENT** The Third Party/Purchaser/s have measured the area of the said flat and is satisfied regarding the same and agreed and covenants and not to ask for any details or questions the computation of the area or make any claims in respect thereof.
- 18. PROPORTIONATE OR PROPORTIONATELY** shall mean the proportionate which the Covered Area of any Unit be to the Covered Area of all the Units in the building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the common Expenses, then, such share of the whole, shall be

sell the Flat No. of the said Apartment as mentioned in the "B" Schedule of a **Super Built-up area** more or less **Sq. ft.** and **Built-up area** more or less Sq. ft. on the Floor at "**CHANDANA APARTMENT**", at the price of Rs./- (Rupees) only plus all applicable taxes and including charges for the common facilities, common portions, common easements, common rights and having considered the said as fair and equitable market price, the Third Party/Purchaser/s having willfully accepted the said offer and entered into an agreement for sale without possession on, and booked the said flat by making the payment of Rs. (Rupees), towards booking money.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS STATED:

In pursuance of the said Agreement dated and in consideration of Rs./- (Rupees) only paid to the Second Party/Developer by the Third Party/Purchaser/s towards the consideration price of the said flat/unit on or before the execution of these presents (the receipt whereof is particularly mentioned in the Memo of consideration written here under) the Second Party/Developer do hereby admit and acknowledge and the said part thereof and the Second Party/Developer do here by as well as both hereby grant, sell, convey, transfer, assign and assure unto the Purchaser/s herein **ALL THAT** the undivided impartible proportionate share in the land contained in the Premises bearing No. 478 Kailash Nagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, more fully described in the "**B**" **SCHEDULE** hereto and delineated on the map marked and bordered Red **TOGETHER WITH** the proportionate undivided impartible share and/or the interest land, roof and in the main entrance, passage, staircase landings, drains, sewers, water pipes and all other equipments in the said building and undivided share AND THE REVERSION OR REVERSOSN, REMAINDER OR REMAINDERS AND THE ISSUES AND PROFITS of and in connection with the flat and common spaces and the properties and apportionment thereof AND ALL THAT the estate, right title, interest, property, claim and demand whatsoever both at law and in equity of the Second Party/ Developer into and upon the Said Flat and common space and the properties appurtenant thereof TO HAVE AND TO HOLD the said unit and undivided share in the land here determents, rights and properties granted sold, conveyed, transferred or intended to each and every part thereof unto the Third

Contd....11

4. AND FURTHER THAT the Second Party/Developer and all persons having or lawfully or equitably any estate or interest in the said undivided share in the land or any part thereof, from under or in trust for the Second Party/Developer shall do and execute or caused to be done for the benefits and rights hereby granted, sold conveyed, transferred and secure and to the Third Party/in the manner aforesaid as shall or may be reasonably require.

5. AND ALSO THAT the Second Party/ Developer declares that Land owners have not any time done or executed or knowingly suffered whereby the said undivided share in the said land and other benefits and rights hereby granted, sold, conveyed, transferred assigned and assumed or expressed to be affected in title OR that the Third Party/Purchaser/s shall not extend or demolish the Flat/unit mentioned in the "B" Schedule or any part thereof.

THE THIRD PARTY/PURCHASER/S HEREBY COVENANT WITH THE SECOND PARTY/DEVELOPER AS FOLLOWS:

- 1. THAT THE** Third Party/Purchaser/s admit and accept that upon full satisfaction and with the complete knowledge of common portions, specifications and all other ancillary matters, and are purchasing the said Flat and appurtenances. The Third Party/Purchaser/s has examined and is acquainted with the said Flat and appurtenants and the building.
- 2. AND THAT THE** Third Party/Purchaser/s shall not at any time hereafter and for any reason whatsoever claim partition of the said undivided share in the said land from the remaining interest of the said land.
- 3. AND THAT THE** Third Party/Purchaser/s shall duly observe perform all the conditions as are on their parts and to be observed and performed under the sale Agreement.
- 4. AND THAT THE** Third Party/Purchaser/s shall at all times cooperate the Association/Service Provider in the management and maintenance of the common portions and/or in the other acts relating to common purpose and shall duly observe and perform all the rules and regulations as may be framed from time to time relating to the common purposes.
- 5. AND THAT THE** Third Party/Purchaser/s shall pay regularly and punctually all taxes and impositions and outgoing attributable in respect of the said undivided share in the land and the unit.
- 6. AND THAT THE** Third Party/Purchaser/s neither have or shall have nor shall claim any absolute right title or interest in any other part or portion of the land and the building side in respect of the said undivided share in the land and the other units.

North : Plot No. 96,
East : Plot No. 93,

South : 8 ' ft wide common passage,
West : Plot No. 97 & 99.

"B" SCHEDULE" ABOVE REFERRED TO
(DESCRIPTION OF SPACE/FLAT/AREA)

PART -I
(The Said Unit/Flat)

In the District of Hooghly, P.S. Chinsurah, **ALL THAT** piece and parcel of a Residential Unit/Flat being No., having **Super Built-up area** more or less **Sq. ft.** and **Built-up area** more or less **Sq. ft.** in Floor, on the (G+4) multi-storied building with lift facility namely "**CHANDANA APARTMENT**", with Marbles/Tiles floor, appertaining to Mouza-Bally, J.L. No. 09, amalgamated Holding No. 560/433 + 1054/560 Kailashnagar, Mohalla Kazidanga, situated at 478 Kailashnagar, Post. Bandel, P.S. Chinsurah, Dist. Hooghly, Ward No. 5, under Hooghly-Chinsurah Municipality, consisting of Three/Two Bed Rooms, One Drawing-Cum-Dining Room, One Kitchen, Two Toilets/Bathrooms (One attached), One Open Balcony, along with/without a open Four Wheeler Parking Space of having total area of 135 Sq. ft. approx. marked as reserved for flat No., in the Ground Floor of the said multi-storied-building which has been shown in the "**RED**" colour in the enclosed map, together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring total area of land more or less **07 Cottahs, 06 Chittack & 18 Sq. ft.** of the "**A**" **SCHEDULE**" above written. The butted and bounded in the following manner :-

ON THE NORTH : ;
ON THE SOUTH : ;
ON THE EAST : ;
ON THE WEST : ;

PART -II
(The Parking Space)

ALL THAT the Parking Space, of 135 square feet approx. marked as reserved for flat No., on the Ground Floor of the said multi-storied-building for parking of 1 (one) medium seized motor car in the space to be identified for "parking" as specified in "B" Schedule, Part-I.

MATA DI REAL ESTATE
Raj Kumar Mishra
Proprietor

11. Such other common parts, areas, equipments, installation fixtures, fittings and spaces in or about the said building are necessary for passage or user and occupancy of the said units in common parts after construction of the said building not excluding the roof and/or terrace and covered and uncovered car parking space and area of the said building.

MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :

1. Immediately on registration of Deed of conveyance the co-owners of Flats shall form an Association/Society for the common purpose including taking over all obligations with regard to management control and operation of all the common portions of the building under West Bengal Apartment Ownership Act, 1972. Upon the Third Party/Purchaser/s fulfilling his/her/their obligations and covenants hereunder and upon its formation the Association shall manage and maintain things as may be necessary and/or expedient for their common purpose and the Third Party/Purchaser/s shall co-operate with the Second Party/Developer till the Association or Society is formed. The Association/Society may frame rules, regulations and by-laws from time to time for maintaining quiet peaceful enjoyment of the said building.
2. Upon formation of the Association/Society, the Second Party/Developer shall transfer all its rights and obligations and responsibility, upon the Association, adjusting all amount collected from the Third Party/Purchaser/s and other Flat owners if any and expenditure incurred thereafter and remaining due and payable by the Third party/Purchaser/s and the amount so transferred henceforth be so held by the association/Society, under the account of Third Party/Purchaser/s for the purpose deposits/expenses.
3. The Association/Society upon its formation and co-owner shall however, remain liable to indemnify and to keep indemnified the Second Party/Developer from all liabilities of their respective obligations by the co-owners and/or the Association/Society.

The Purchaser Shall NOT DO the following :

1. Obstruct the association if any, or co-owners in their acts, relating to the common purposes.

13. Object any owner or occupier of any unit of the building in question in selling or granting rights to any person on any part of the premises and/or the Building (excepting in the said unit and the parking space.
14. Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said unit and the parking space, if any.
15. Allow or keep any lunatic or any person suffering from any virulent, dangerous, obnoxious or infectious disease in the said unit and the parking space, if any.
16. Keep any domestic animal or pet save in the manner permitted in writing by the other co-owners and/or occupiers and building in question or the association or the corporation and other authorities.
17. Affix or draw any wire, cable, pipe from to or through any common portions or outside walls of the Building or other units save in the manner indicated by the owners or occupiers of the building in question or the association.
18. Keep any heavy articles or things which are likely to damage the floors or operate any machine save usual home appliances.
19. Install or keep or run any generator so as to cause nuisance to the occupants of the other portion of the Building.
20. Change the colour scheme of the windows, grills and the main doors of the other units. In case of other units of the building, any alterations and change of colour scheme, to be done by obtaining prior permission of the other owners and/or occupiers of the building in question.

Contd....19

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____) only as and by way of full and final consideration money of these presents as per the memo below :

MEMO OF CONSIDERATION

Draft/Cheque NO & DATE	DRAWN ON	AMOUNT (RS)
	By Cash / Account Payee Cheque	
	Total →	

(Rupees only).

**SIGNED, SEALED AND
DELIVERED →**

Raj Kumar Mishra

**EXECUTED AS CONSTITUTED ATTORNEY
HOLDER OF LAND OWNERS.**

**SIGNED, SEALED AND
DELIVERED →**

MATA DI REAL ESTATE

Raj Kumar Mishra
Proprietor

SIGNATURE OF DEVELOPER

**SIGNED, SEALED AND
DELIVERED →**

SIGNATURE OF THE PURCHASER/S

Drafted by me, as dir.

Advocate.