

## **DEED OF CONVEYANCE**

Value at Rs. ....

THIS INDENTURE is made on this the ..... day of ..... in the year 2019 (two thousand nineteen) between :

1. SMT. JHARNAAGASTY (PAN : AKGPA7077H) W/o Dilip Kumar Agasty
2. SMT. SWAPNA MUKHOPADHYAY (PAN : AUBPM0342A) W/o Sushil Mukhopadhyay
3. SMT. RINA DUBEY @ SAGARIKA DUBEY (PAN : ASQPD8544E) daughter of Late Narayan Chandra Dubey
4. SRI SUMIT DUBEY (PAN : ASQPD8621A) S/o Late Tapan Dubey
5. SMT. SIMA DUBEY (PAN : ATJPD9715F) W/o Late Tapan Dubey, all by faith Hindu, citizenship Indian, residents of : 13, Durga Das Tewary Road, Borhat, Burdwan, P.O. Natunganj, P.S. Burdwan Sadar, Pin-713102, Dist. Purba Burdwan hereinafter jointly and severally called the LAND OWNERS (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their heirs, successor-in-interest, executors, administrators and permitted assignees) of the FIRST PART;

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The Land Owners are represented by their constituted attorney “T.M. CONCRETE CREATION PVT. LTD.” represented by its Managing Director Sri Mrityunjoy Mukherjee S/o Late Mahadeb Mukherjee empowered by General Power of Attorney dated 08/01/2019 being Deed No. I-020300209 for the year 2019 of A.D.S.R. Office, Burdwan.

**AND**

“T.M. CONCRETE CREATION PVT. LTD.” (PAN : AADCT8128N) a company duly incorporated under the provisions of the companies Act 1956, having its registered office at : Sripally, P.O. Asansol-4, P.S. Asansol (S), Dist. Paschim Bardhaman and represented by its authorised signatory Sri Mrityunjoy Mukherjee S/o Late Mahadeb Mukherjee, by faith Hindu, citizenship Indian, by occupation business, resident of : Sripally, P.O. Asansol-4, P.S. Asansol (S), Sub Division & A.D.S.R. Office Asansol, Dist. Paschim Bardhaman hereinafter referred to as the “PROMOTER” (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 SECOND PART.

**IN FAVOUR OF :**

Mr. / Mrs. .... S/o, D/o, W/o .....  
....., by faith Hindu, citizenship Indian, by  
occupation ....., resident of : .....  
hereinafter called the ‘PURCHASER’ (which expression shall unless excluded by or  
repugnant to the context include all her heirs, successors, legal representatives and  
assigns) of the THIRD PART.

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WHEREAS (i) Smt. Jharna Agasty (ii) Smt. Swapna Mukhopadhyay (iii) Smt. Rina Dubey @ Sagarika Dubey (iv) Sri Sumit Dubey and (v) Smt. Sima Dubey are the absolute and lawful owners of the land measuring 0.38 acres along with building comprising part of R.S. Plot Nos. 2638, 2639, 2648, 2649 of Mouza Bardhaman, J.L. No. 30 P.S. Bardhaman more fully mentioned in the schedule 'A' below which have been duly and correctly recorded in their names in the L.R. Record of Rights under L.R. Khatian Nos. 1912, 6396, 4616, 5848 and 5619 being L.R. Plot No. 3581 of Mouza Bardhaman, J.L. No. 30, P.S. Bardhaman.

AND WHEREAS the landed property appertaining to the R.S. Plot No. 2648 measuring an area 28 Decimal & R.S. Plot No. 2649 measuring an area 05 Decimal corresponding to the L.R. Plot No. 3581 of Mouza Burdwan, J.L. No. 30, under P.S. Burdwan, Sadar, District Burdwan (Now Purba Bardhaman) also the property more particularly described in the 'A' schedule below (being also a defined & demarcated portion of the said L.R. Plot No. 3581, being an area of 13743 sq. feet more or less) were previously lawfully owned and possessed by one Narayan Chandra Dubey, son of Late Indra Narayan Dubey, the same too stand recorded in the R.S. R.O.R. under R.S. Khatian No. 85, in the name of said Narayan Chandra Dubey. However, some other landed properties appertaining to the R.S. Plot No. 2638 measuring an area 03 Decimal & R.S. Plot No. 2639 measuring an area 02 Decimal, also now corresponding to the same L.R. Plot No. 3581 of Mouza Burdwan, J.L. No. 30 under P.S. Burdwan Sadar, District Burdwan (now Purba Bardhaman) were lawfully owned and possessed by the mother of said Narayan Chandra Dubey namely Sundari Devi W/o Late Indra Narayan Dubey, whose name too stand recorded in the R.S.R.O.R. under R.S. Khatian No. 51. AND WHEREAS on her demise and as she died intestate, her son said Narayan Chandra Dubey, the then being her only legal heir as per the Hindu Law of

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Succession alone stepped into her shoes. Thus said Narayan Chandra Dubey as became the exclusive owner and possessor of the said four R.S. Plots of landed property appertaining to R.S. Plot Nos. 2648, 2649, 2638 and 2639 of the said Mouza Burdwan, as aforesaid on inception of the L.R. operation the Settlement authority concern in amalgamation of the said four R.S. Plots if land denoted the same as a single L.R. Plot being No. 3581 of an area of 38 Decimal or 0.38 acre in the L.R. Record of Rights.

AND WHEREAS said Narayan Chandra Dubey while lawfully owning and possessing his said properties comprised in those four R.S. Plot Nos. 2648, 2649, 2638 and 2639 all corresponding to the L.R. Plot No. 3581 more specifically described under schedule 'A' hereunder, died intestate his wife/widow Parul Dubey (now deceased), his three daughters namely Smt. Jharna Agasthy, Smt. Swapna Mukhopadhyay and Rina Dubey @ Sagarika Dubey and his only son Tapan Dubey (now deceased) together stepped into his shoes and in equal shares inherited the said landed property and all the other properties then left by said Narayan Chandra Dubey.

AND WHEREAS thereafter said Parul Dubey wife of said Narayan Chandra Dubey died intestate, her said daughters Smt. Jharna Agasthy, Smt. Swapna Mukhopadhyay and Rina Dubey @ Sagarika Dubey and his only son Tapan Dubey (now deceased) together stepped into her shoes.

AND WHEREAS said Tapan Dubey son of said Narayan Chandra Dubey died intestate, his wife Sima Dubey and his only son Sumit Dubey together stepped into his shoes.

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Thus of the present owners Smt. Jharna Agasthy, Smt. Swapna Mukhopadhyay and Rina Dubey @ Sagarika Dubey each became the owner and possessor in respect of undivided 1/4th share of the said property and Sri Sumit Dubey & Smt. Sima Dubey each became the owner and possessor in respect of the undivided 1/8th share of the above noted property i.e. the parties of the First Part herein thus becoming the joint and exclusive owners and possessors of the First Schedule ('A' schedule) property rather the 'A' schedule property are freely, openly, without any hindrance whatsoever is owning and possessing the 'A' schedule property till date.

AND WHEREAS in the above circumstances the Land Owners/First Party are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land as detailed hereinabove and which are more fully mentioned in First Schedule below;

AND WHEREAS the First Party/Land Owner raised and constructed multistoried (B+G+5 storied) building upon the said land in accordance with a building plan sanctioned by the Burdwan Municipality.

AND WHEREAS the Promoter "T.M. CONCRETE CREATION PVT. LTD." i.e. the party of the Second Part entrusted by the Land owners raised and erected multistoried (B+G+5 storied) pucca building upon the 'A' schedule land named and known as "NARAYAN ABAS" upon the said land consisting of various self-contained residential flats/parking space and shop/office in the ground floor by making the entire financial investment in the matter of raising the said constructions in accordance

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with the building plan duly sanctioned by the Authority of Burdwan Municipality and particulars of the said land, building & premises are mentioned in schedule 'A' hereunder written;

AND WHEREAS in view of such financial/monetary investments made by the Promoter i.e. Party of the Second Part in erecting the said multistoried building, the Developer has derived an interest over the entire constructional portion of the said building and as such in order to avoid all future complication as well as to perfect the title of the Purchaser/s in regard to the property hereby sold to them the Promoter is also executing this Deed as a Co-Seller simultaneously with the Land Owners;

AND WHEREAS the Land Owners/Promoter being in urgent need of money to meet their legal requirements and expenses declared and expressed their intention to sell and transfer one self contained residential flat being Flat No. .... on the ..... floor of and one common two wheeler/car parking space in the basement floor including undivided proportionate share or interest in the 'First schedule land more fully mentioned in the second schedule below along with common right and facilities over the common portions, areas, structures, installation, pathways etc. which are more fully mentioned in Third Schedule below;

AND WHEREAS the Purchaser having come to know of such declaration and intention of the Land Owners/Promoter proposed and offered to purchase the Second schedule property along with Third schedule common rights and facilities at a consideration of Rs. ....) only;

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AND WHEREAS the Land Owners/Promoter considering the said price as fair, proper, reasonable and highest according to market value prevailing in and around the locality accepted the said offer of the Purchaser and agreed to sell, convey and transfer the said flat unto and in favour of the Purchaser at and for the said total price of Rs. .... only on the terms mentioned hereinbelow.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

1. That in pursuance of the said Agreement and in consideration of the sum of Rs. .... only paid by the purchaser to the Promoter as per memo of consideration written in the foot of this Deed (the receipt whereof the Land Owners/ Promoter do hereby admit and acknowledge and release and discharge the Purchaser from the said amount and every part thereof the Vendor do hereby free from encumbrances ALL THAT self contained and independent complete flat of the first schedule building (hereinafter referred to as the said complete flat as more fully and particularly described in the SECOND SCHEDULE hereunder written) together with the right, power and to enjoy common space including stair cases as described in the Second schedule hereunder written together with the undivided absolute ownership of the proportionate impartible share on area of the land measuring, hereditaments and premises as aforesaid as also described in the First schedule hereunder written, the Vendor do hereby convey, grant, assigns and assure unto and in favour of the Purchaser ALL THAT the right, title and interest whatsoever of the Land Owners/ Promoter into and upon the said apartment and the property appurtenant thereto AND THAT the Vendor do hereby release, relinquish, and disclaim all his right, title

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and interest, claim or deemed unto or upon the said apartment And the property appurtenant thereto absolutely and for ever unto the Purchaser free from all encumbrances.

2. The Land Owners/Promoter doth hereby covenant with the Purchaser as follows:

(a) That notwithstanding any acts, deed or thing done or committed or knowingly suffered by the Land Owners/Promoter or any one of them to the contrary, the Land Owners/Promoter are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said apartment and the property appurtenant thereto hereby sold, conveyed, transferred and assigned free from all encumbrances. and the Vendor have indefeasible right and authority to sell, convey and transfer the said apartment and the property appurtenant thereto unto the Purchaser in the manner aforesaid.

(b) That It shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly, enter into and upon and hold, occupy and enjoy the said apartment and the property appurtenant thereto and receive the rents issues and profits on area of the land measuring, hereditaments and premises as aforesaid as also described in the First schedule hereunder written, the Land Owners/Promoter do



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hereby convey, grant, assigns and assure unto and in favour of the Purchaser ALL THAT the right, title and interest whatsoever of the Land Owners/Promoter into and upon the said apartment and the property appurtenant thereto AND THAT the Land Owners/Promoter do hereby release, relinquish, and disclaim all his right, title and interest, claim or deemed unto or upon the said apartment And the property appurtenant thereto absolutely and for ever unto the Purchaser free from all encumbrances.

2. The Land Owners/Promoter doth hereby covenant with the Purchaser as follows:

(a) That notwithstanding any acts, deed or thing done or committed or knowingly suffered by the Land Owners/Promoter or any one of them to the contrary, the Land Owners/Promoter are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said apartment and the property appurtenant thereto hereby sold, conveyed, transferred and assigned free from all encumbrances. and the Vendor have indefeasible right and authority to sell, convey and transfer the said apartment and the property appurtenant thereto unto the Purchaser in the manner aforesaid.

(b) That It shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly, enter into and upon and hold, occupy and enjoy the said apartment and the property appurtenant thereto and receive the rents issues and profits

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thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owners/Promoter or any person or persons claiming through under or in trust for the Land Owners/Promoter AND freely and clearly and absolutely acquitted and forever discharged or otherwise by the Land Owners/Promoter well and sufficiently saved defended kept harmless and indemnified of from and against all former or other estates, title, charges and encumbrances whatsoever made, done, executed or occasioned by the Land Owners/Promoter.

(c) That the Land Owners/Promoter and all persons claiming any right, title or interest in the said apartment and the property appurtenant thereto shall and will and from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser make do acknowledge and execute or cause and procure to be made, done acknowledged and executed all such further acts deeds and things for further assuring the said apartment and the property appurtenant thereto unto the Purchaser as may be reasonably required.

(d) That the Land Owners/Promoter and any person claiming any right, title or interest through them or any one of them shall not in any way claim, any right, title or interest whatsoever in respect of the said apartment and the property appurtenant thereto and shall not in any way interfere with the quiet and peaceful possession and enjoyment of the said apartment and the property appurtenant thereto by the Purchaser.

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2. The Purchaser doth hereby covenant with the Vendor as follows :

(a) That the Purchasers at their own cost and expenses shall maintain their individual flat sold to them by repairing, plastering, white washing of the walls and colour washing of doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' schedule land.

(b) That the Purchasers shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structure, pillars or constructions of the 'A' schedule building.

(c) That the Purchasers will have to pay proportionate Corporation tax and rents which may be assessed for the 'A' schedule building to appropriate authority and will have to bear their share of expenses required for maintenance of the common portions or areas including common passage stair cases, drains and water supply system pump underground water tank, roof etc.

(d) It is further covenanted by and between the parties hereof that the Purchaser shall always abide by the decision of the committee/flat owners' Association to be framed amongst the Purchasers and other owners of the flats and also observe, perform and comply with all rules, regulations, bye laws and procedure which will be framed by the said committee regarding maintenance, managements and protections of the common privileges, easements, sanitation, safety of the structure of the building and liabilities like corporation taxes, ceases, rents and other impositions levied or to be levied concerning the building.

(e) That the purchasers shall have the common right only to use the roof terrace and maintain the same. But the Promoter will have exclusive and absolute right to raise any structure or construction over the roof and in that case the purchasers shall have no right to raise any dispute or objection on the plea of such common right or otherwise. It has been further settled mutually that in case of such constructions over the roof of the building, the Promoter reserves the right to use the lift and the stair cases of the First schedule multistoried building.

(f) That every internal walls separating the flat from an adjoining flat shall be the common wall and can not be removed or destroyed without the written consent of the said committee or Flat Owners' Association of the building on First schedule land.

(g) It is specifically mentioned that the Purchaser will be liable to pay works contract tax/service tax/GST/CST imposed and/or to be imposed in future in respect of the Flat mentioned in the Second Schedule.

(h) That the Purchasers by virtue of this Deed of Sale will be competent and entitled to get their names mutated in the records of B..L.& L.R.O. Burdwan under the State of West Bengal as also in the records and registers of Burdwan Municipality or of any other authority and the Land Owner/Promoter undertakes to render all such help and assistance as will be found essential in this regard.

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- (i) That the Purchaser prior to purchase of the schedule mentioned flat and parking space made necessary inspection thereof and being satisfied with the constructional work of the same already took possession of the said flat/parking space hereby sold.
- (j) This Deed of Conveyance is and shall always be subject to the said Purchaser and agrees that the Purchaser shall hold the said Apartment and the property appurtenant thereto.

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred for arbitration at local judicial Court.

It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act. and the rules framed and/or the bye law framed thereunder and the West Bengal Apartment (Regulation of construction & Transfer) Act. 1972 shall apply to the said flat as and when the same will be made applicable by the authority concerned.

**THE FIRST SCHEDULE ('A' SCHEDULE) ABOVE REFERRED TO:**

(The said Apartment/Building)

Within the District of Burdwan, P.S. Bardhaman, Sub Division & Addl. Dist. Sub Registry Office Burdwan, Mouza Bardhaman, J.L. No. 30 all that 'bastu' class of land measuring 0.38 acres i.e. thirty eight decimal along with building comprised in (i) R.S. Plot No. 2638 (two thousand six hundred thirty eight) (ii) R.S. Plot No. 2639 (two thousand six hundred thirty nine) (iii) R.S. Plot No. 2648 (two thousand six hundred forty eight) and (vi) R.S. Plot No. 2649 (two thousand six hundred forty nine) under R.S. Khatian Nos. 51 and 85 corresponding to L.R. Plot No. 3581 (three thousand five hundred eighty one) under L.R. Khatian Nos. 1912, 6396, 2694, 4616, 5848 and 5619 including a multistoried building/apartment named and known as "NARAYAN ABAS".

Butted and bounded by

On the North : By Durgadas Tewary road (Meatlled).

On the south : By the land of L.R. Plot No. 3574 and 3575.

On the East : By the land of L.R. Plot No. 3582, 3583 and 3593.

On the West : By the land of L.R. Plot No. 3581 (P).

**THE SECOND SCHEDULE ('B' SCHEDULE) ABOVE REFERRED TO:**

(The said Unit/flat)

Within the same district, Mouza, P.S. etc. all that one self contained residential flat being flat No. .... on the ..... floor of the 'A' schedule Apartment measuring carpet area ..... sq. feet and builtup area ..... sq. feet consisting of ..... bed rooms, ..... dining cum drawing, ..... kitchen, ..... toilet, ..... balcony and one number .....wheeler parking in the basement/ground floor measuring area ..... sq. feet along with undivided proportionate share or interest in the 'A' schedule land.

**THE THIRD SCHEDULE ('C' SCHEDULE) ABOVE REFERRED TO:**

(The common portion)

Common area and installation in respect whereof only right of user in common shall be granted.

- a. Lobbies and staircase of the building
- b. Common drains, sewers and pipes.
- c. Common water reservoirs, water tanks, water filtration plant, water pipes, (save those inside an unit/flat) and appurtenant/s to the building/s.
- d. Wires and Accessories of lighting of common areas of the building/s.
- e. Pump and Motor.

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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

by the parties in the presence of :

1.

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Signature of the Land Owners/Promoter

2.

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Signature of the Purchaser

Prepared by me as per instruction  
of the parties and read over,  
explained to the parties and  
printed in my office

(Advocate)



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**MEMO OF CONSIDERATION**

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Total Rs. .... only paid by the Purchaser to  
the Land Owners/Promoter in the manner as aforesaid.

WITNESSES :

1.

\_\_\_\_\_  
Signature of the Land Owners/Promoter

2.