

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this ..... day of .....,  
2019 (Two Thousand .....)

### **BETWEEN**

- (1) **SRI GOPAL DAS**, (PAN - BEXPD0235A), Son of Late Balai Chandra Das, by religion Hindu, by occupation Business (2) **SRI NARAYAN DAS**, (PAN - AFYPD6421R), son of Late Balai Chandra Das, by religion Hindu, by occupation Business (3) **SRI KAJAL DAS** , (PAN - BSPPD0334L), son of Late Balai

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*Sonali Nag*  
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*Mithu Majumder.*  
PARTNER

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*[Signature]*  
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Chandra Das, by religion Hindu, by occupation Business, (4)

**SRI HAREKRISHNA**

**DAS**,(PAN - AHXPD3195R), son of Late Balai Chandra Das, by religion Hindu, by occupation Business, all are residing at 69, S.B.DAS Road, P.O. Rajpur, P.S.Sonarapur, District 24 Parganas (South), Kolkata- 700149, being represented by-(1) **SMT. SABITA GHOSH** , (PAN - ADCPG5816F) Wife of Sri Haradhan Chandra Ghosh, by religion Hindu, by occupation Business, by Nationality Indian, and residing at 1/126, Gariahat Road (South), P.S.Lake, Kolkata- 700068, (2) **SMT. SONALI NAG**,(PAN - AJFPN1280M), Wife of Sri Anjan Kumar Nag by religion Hindu, by Occupation Business and residing at 2/89, Bijoygarh, P.S. Jadavpur, Kolkata- 700032,(3) **SRI NANTU GHOSH**, (PAN - AUTPG2008B), Son of Late Pranballav Ghosh, by religion Hindu, by occupation Business, by Nationality Indian and residing at 1/429, Gariahat Road (s), Jodhpur park, Kolkata- 700068,being the partners of “**SANTI CONSTRUCTION**” a partnership firm having its office at 1/429,Gariahat Road(s), P.S. Lake, Kolkata- 700068, hereinafter referred to as the “**OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and respective assigns) of the **FIRST PART**.

**AND**

(1) ..... ,(PAN- .....) s/o .....  
and (2) ..... , (PAN- .....) w/o

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.....  
.....  
.....(which  
term or expression shall unless excluded by or repugnant to the  
subject or context to be deemed to mean and include his heirs,  
executors, representatives, administrators, and assigns)of the  
**SECOND PART .**

**AND**

**“M/S SANTI CONSTRUCTION”** (PAN-ACIFS7094L) a  
partnership firm having its Registered office at 1/429,  
Gariahat Road(South). P.S.Lake, Kolkata – 700068 being  
represented by (1) **SMT. SABITA GHOSH** (PAN -  
ADCPG5816F), Wife of Sri Haradhan Chandra Ghosh, by  
religion Hindu, by occupation Business, by Nationality Indian,  
and residing at 1/126, Gariahat Road (South), P.S.Lake,  
Kolkata- 700068, (2) **SMT. SONALI NAG**, (PAN - AJFPN1280M),  
Wife of Sri Anjan Kumar Nag by religion Hindu, by Occupation  
Business and residing at 2/89, Bijoygarh, P.S. Jadavpur,  
Kolkata- 700032, (3) **SRI NANTU GHOSH**, (PAN -  
AUTPG2008B), Son of Late Pran Ballav Ghosh, by religion  
Hindu, by occupation Business, by Nationality Indian, and  
residing at 1/429, Gariahat Road (South), P.S.Lake, Kolkata-  
700068,and (4)**SMT MITHU MAJUMDER**, (PAN -  
AFYPM5990E), w/o Sri Subhas Majumder, by religion – Hindu,  
residing at 71, Ananda Pally, Jadavpur,Kolkata-700032  
hereinafter referred to as the **“DEVELOPER”** (which term or  
expression shall unless otherwise repugnant to the context be

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deemed to mean and include the said firm and its proprietors and their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** Sri Balai Chandra Das and Shri Kanailal Das, both are sons of Late Nagendra Nath Das of 36, S.B.Das Road, Rajpur, P.S. Sonarpur, District 24 Parganas (South), were recorded owners in possession of the land measuring an area of 58 satak (46 sataks Bastu + 12 sataks Pukur) more or less in Khatian No. 2743 & 2744 respectively (by equally division of land measuring 29 satak for each Khatian number), under Plot No. 591, J.L.No 55, Mouza Rajpur, Touzi No. 251, R.S. No 109, District 24 Parganas (South). P.S. and A.D.S.R Office-Sonarpur by way of inheritance being a Partition Deed which was duly registered in the office of the A.D.S.R Alipore in Book No. 01, Volume No. 191, Page No. 146 to 154, Being NO. 7134 in the year 1974.

**AND WHEREAS** the said Sri Balai Chandra Das was in possession of the land measuring an area of 23 satak i.e. physical land area 13 cottahs 15 chittaks 2 sq.ft. more or less in Khatian No.2743 & 2744, Plot No. 591, J.L.No. 55, Mouza-Rajpur, Touzi No. 251, R.S. No. 109,P.S. Sonarpur, District 24 Parganas (South) by way of residing with his family and by paying taxes to the Government periodically.

**AND WHEREAS** the then owner Sri Balai Chandra Das sold 1 Cottah 8 Chittaks 0 Sq.ft out of total land area 13 cottahs 15 chittaks 2 sq.ft to Smt Gita Das Wife of Sri Basudeb Das more

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fully and particularly described in the FIRST SCHEDULE hereunder written.

**AND WHEREAS** the said Balai Chandra Das, died intestate on 20.07.2011 & Smt Gita Das, who died intestate on 12.09.1997 leaving behind their heirs as described in the FIRST PART of this Agreement .

**AND WHEREAS** the said property was mutated under Rajpur-Sonarpur Municipality in the name of the owners herein on 22.05.2000 as described in the FIRST PART of this Agreement and paying all necessary rates and taxes and they became the absolute owners of the said plot of land. They absolutely seized and possessed of or otherwise well and sufficient entitled and in simple possession of the land measuring an area of 29 satak (23 sataks i.e. 13 cottahs 15 chittaks 2 sq.ft .Bastu + 6 satak i.e 3 cottahs 10 chittaks 8 sq.ft.pukur and situated in Ward No. 17 (old 16) being premises no 69, S.B. Das Road, Rajpur, Kolkata – 700149, in the District of 24 Parganas (South) under the jurisdiction of Rajpur Sonarpur Municipality.

**AND WHEREAS** the Developer is being experienced in developing property approached the Owners for development of the property and with a view to develop the said property containing an area of 12 Cottahs 07 Chittaks 02 sqft as particularly described in the SCHEDULE “A” hereunder written by constructing a G + IV storied building with car parking space and lift therein.

**AND WHEREAS** for beneficial and smooth accomplishment of the project, the FIRST PART entrusted the THIRD PART to

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complete the venture on such terms and conditions mentioned in the Development Agreement coupled with a Development Power of Attorney. **The Development Agreement** was executed on 24.05.2013 which is registered in Book no.-I, CD Vol No.-24,Pgs from 326 to 354 , Being No.-04293 for the year 2013 at the office of D.S.R-IV, Alipore, South 24- Parganas, West Bengal and **The Development Power of Attorney** was duly registered at the office of the D.S.R – IV Alipore, 24- Parganas (South) vide Book No. I, CD Volume No-24, Pages from 532 to 547, Being No 04298 for the year 2013.

**AND WHEREAS** the Third Part herein started construction of the proposed building in accordance with the sanctioned plan of the building at the Rajpur – Sonarpur Municipality vide **Plan No. 108/CB/17/16 dated 19.08.2016.**

**AND WHEREAS** the proposed building when completed shall be named or known as **“DARPAN”**

**AND WHEREAS** the Purchasers have taken inspection of the copies of the relevant title deeds and the approved plans in respect of the said land and the building being constructed thereon and are satisfied about the title of the FIRST PART to the said land, and about the proposed building scheme of the project on the said land.

**AND WHEREAS** the Developers/Confirming Party confirmed that the said property is free from all charge(s), mortgage(s), lien(s), lease(s), litigation(s), attachment(s), acquisition(s), requisition(s) and/ or other encumbrances whatsoever.

**AND WHEREAS** the present Owner through the Developer herein applied and obtained a plan duly sanctioned by the Kolkata Municipal

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Corporation for construction of building upon the said premises being Premises No. **69, S.B Das Road,Rajpur**, Police Station- Sonarpur, under Ward No. 17, within the limits of Rajpur Sonarpur Municipalty, Kolkata- 700149.

**AND WHEREAS** in terms of the said “Development Agreement” and according to the plan sanctioned by the Kolkata Municipal Corporation the Developer have started construction for G+IV storeyed residential building upon the said premises as per Building Sanction **Plan No. 108/CB/17/16 dated 19.08.2016**

**AND WHEREAS** the Owner and the Developer/ Seller jointly declared to sell some Flats of the new Building to be constructed out of Developer’s allocation and invited booking of the Flat/s in the aforesaid new Building namely “**ARPAN**” from the intending Purchaser/s and the present Purchaser herein approached the Developer/ Seller to purchase **ALL THAT** piece and parcel of a Flat, on the ..... Floor, ..... Facing, measuring more or less ..... Square Feet carpet area which is equivalent to ..... super-built up area of the new building, marked as “3C” consisting of ..... Bed rooms, ..... Living-cum-Dining, ..... Kitchen, ..... Bath, ..... W.C. and ..... Balcony and one parking space measuring about .....sq. ft on the ground floor marked “.....” of the building together with undivided proportionate share of land and land underneath together with the right to common use the common amenities of the new Building lying and situated at Municipal Premises No. **69, S.B Das Road,Rajpur**, Police Station- Sonarpur, under Ward No. 17, within the limits of Rajpur Sonarpur Municipalty, Kolkata- 700149, in the District of South 24 Parganas which is more fully and particularly described in the SCHEDULE-‘B’ hereunder written and hereinafter referred to as the “**said Flat and car parking**” and the Landowner and the Developer/ Seller agreed to sell and the Purchaser herein agreed to purchase the same at and for a total price or consideration of a sum of

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**Rs...../- (Rupees .....)** only, free from all encumbrances.

**AND WHEREAS** thereafter one Agreement for Sale had been executed in favour of the said Purchaser and that the Agreement for Sale had been executed on .....

**THIS INDENTURE WITNESSETH:-**

1) That in pursuance of the aforesaid registered agreement for sale and in consideration of sum of **Rs...../- (Rupees .....)** only paid by the Purchaser to the Developer / Seller on or before the execution of these presents- (the receipt whereof the Developer/ Seller doth hereby admits and acknowledges) and also by the **MEMO OF CONSIDERAITON** written hereunder and of and from the receipt of the same, the Developer/Seller do hereby release and discharge the property sold by these presents to the Purchaser and also the Owner doth hereby sell, transfer, grant, convey, assign and assure and the Developer/Seller assures and confirms unto and to the use of the said Purchaser free from all encumbrances, lispenses and without any defects in title **ALL THAT** piece and parcel of a Flat, on the Third Floor, South-East Facing, measuring more or less ..... Square Feet carpet area which is equivalent to ..... sqft Super built up area of the new building, marked "....." consisting of ..... Bedrooms, ..... Living-cum-Dining, ..... kitchen, ..... Bathroom, ..... W.C. and ..... Balcony alongwith one car parking measuring ..... sqft at the ground floor marked "....." together with undivided proportionate share of land and land underneath

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together with the right to common use the common amenities of the new Building lying and situated at Municipal Premises No. **69, S.B Das Road, Rajpur**, Police Station- Sonarpur, under Ward No. 17, within the limits of Rajpur Sonarpur Municipality, Kolkata- 700149, in the District of South 24 Parganas, which is more fully and particularly described in the **SCHEDULE-“B”** hereunder written **ALONG WITH** common rights in the common areas and facilities of the said building and the said premises which are more fully and particularly described in the **SCHEDULE-“C”** hereunder written, and is appurtenant thereto for beneficial use and enjoyment of the aforesaid flat (all hereinafter collectively referred to as the (**“SAID PROPERTY”**) **TOGETHER WITH** all estates, rights, title, interests, claim and demand whatsoever of the Owner on the Said Property in law and equity **TO ENTER UPON AND TO HAVE, HOLD, OWN TO POSSESS** the same unto and to the use of the Purchaser, absolutely and forever free from all encumbrances.

2) **THE OWNER DOETH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- a) That notwithstanding any acts, deeds or things hereinbefore done, executed or knowingly suffered to the contrary the Owner are now lawfully seized and possessed of the Said Property free from' all encumbrances, attachments or any defects in title whatsoever;
- b) That the interest, the Owner do hereby profess to transfer, subsist and they have a good right, full power and absolute authority to sell,

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transfer, grant, convey, assign and assure the Said Property sold by these presents;

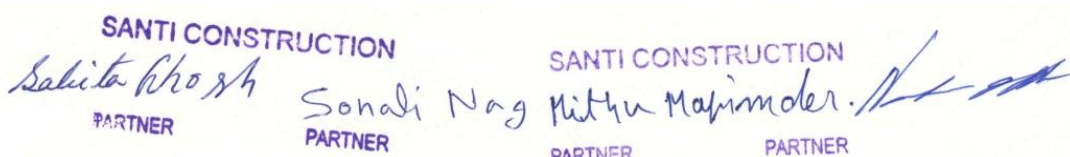
c) That the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the Said Property without any claim or demand whatsoever from the Owner or any person claiming through or under them;

d) That the Owner covenant with the Purchaser that he has a clear and marketable title in the Property being sold by these presents without any charges, encumbrances and defects in title and if any encumbrances or changes are found or observed subsequently the Owner shall be responsible for all consequences thereof apart from indemnifying the Purchaser fully;

e) That the Owner covenant with the Purchaser, his heirs, successors, executors, administrators and assigns that he shall at the request and cost of the Purchaser do or execute or caused to be done or executed all lawful acts, deed or things whatsoever for further and more perfecting the title of the Said Property or any part thereof sold by these presents;

f) That simultaneously with the execution of these presents the Owner and Developer/Seller deliver peaceful possession of the aforesaid flat to the Purchaser.

g) That the Purchaser shall be entitled to mutate his name in the records of the Kolkata Municipal Corporation with respect to the Said Property;

  
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h) The Purchaser shall be entitled to sell, transfer, mortgage, lease and exercise all other acts of ownership with respect to the Said Property without any restriction or permission from the Owner or the Developer/Seller or any persons claiming under them.

i) The Owner and the Developer/Seller covenant with the Purchaser that the Purchaser shall be entitled to rectify and/or modify any material defect of this Deed of Conveyance singly through a declaration without affecting the right of the Owner and/or the Developer/Seller in any manner.

**3) THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNER AS FOLLOWS:**

a) That the Purchaser shall always pay the proportionate common maintenance expenses.

b) That the Purchaser shall all time hereafter pay all municipal taxes and other impositions and out-going in respect of the Property sold by these presents;

c) That the Purchaser shall not do anything which would likely cause damages or deterioration to the superstructure of the building.

d) That the Purchaser shall become members of the body or association formed for management and administration of the said building and abide by the rules and regulations framed by them from time to time;

e) That the Purchaser shall not claim any partition or exclusive right on the land of the said premises or in the common areas and facilities;

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f) That the Purchaser shall not do anything whereby the other owners and occupiers of the flats of the said building will be disturbed, affected or prejudiced in any manner whatsoever.

4) **THE DEVELOPER/SELLER DOETH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

a) The Developer/Seller has constructed the building in accordance with the sanctioned building plan of the Kolkata Municipal Corporation.

b) The Developer/ Seller has complied in full with the terms and conditions of the said Development Agreement.

c) The registered Power of Attorney executed by the Owner is still valid and subsisting and is not revoked/ cancelled.

**THE SCHEDULE-'A' ABOVE REFERRED TO:**

(Description of the land property)

ALL THAT piece and parcel of Bastu Land measuring an area of 12 cottahs 07 chittak 02 sqft. little more or less with existing building ground floor -500 sqft + 1<sup>st</sup> floor – 500 sqft (about 3 years old cemented floor)lying and situated in ward no. 17 (olds 16) being premises no.- 69, S.B Das Road,Rajpur, Kolkata-700149, in the District of 24 Parganas (south) comprised in Mouza Rajpur, P.S. Sonarpur, Plot No. 591, Khatian No. 2743,2744, J.L No. 55, Touzi No. 251, ADSR,

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Sonarpur under the jurisdiction of Rajpur- Sonarpur Municipality butted and bounded as follows:

ON THE NORTH: Plot no 277  
ON THE SOUTH: Land of Kanailal Das  
ON THE EAST: Plot no.590  
ON THE WEST: 26 ft S.B. Das Road

**SCHEDULE "B" ABOVE REFERRED TO**

(The Flat and parking space)

ALL THAT self contained **FLAT No. ....**, measuring carpet area more or less ..... sqft. on the ..... floor, ..... facing of the G+IV Storied building presently under construction at premises no. 69, S.B Das Road,Rajpur, Kolkata-700149,Ward NO. 17 under the jurisdiction of Rajpur Sonarpur Municipality comprising .. bedrooms, ... dining-cum -living room, .....kitchen, ..... toilet, 1 W.C and ... verandah as per sanctioned plan of the said building and one parking space measuring ..... sqft ,numbered as "...." together with undivided proportionate share in the land beneath the building and undivided proportionate share in all common parts areas facilities and amenities together with right to use the various installation comprised in the said building in common with others.

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**THE SCHEDULE – “C” ABOVE REFERRED TO:**

**(Common Portions)**

1) Areas :

- a) Entrance and exits to the premises and the new building.
- b) Boundary walls and main gate of the premises.
- c) Lift, Staircase, stairhead room and lobbies on all the floors of the building, care taker room and toilet may get shifted as per choice of Developer.
- d) Entrance lobby, electric/utility room, water pump room.
- e) Roof of the New building and common installations on the roof.

2) Water, Plumbing and Drainage :

Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use);

3) Water Supply system.

Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit/or exclusively for its use.)

4) Electrical Installation :

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use.
- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity of electricity from suppliers and meters for recording the supply from CESC Ltd. in the name of the Purchaser shall be arranged by Developer at the cost and risk of purchaser.

5) Others:

Such other common parts, areas, equipments, installations, fittings fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-owners.

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**IN WITNESS WHEREOF** the **PARTIES** doth hereby subscribed their hands, seals and signatures on the day, month and year first above written.

SIGNED AND DELIVERED

By the Parties at Kolkata

in the presence of :-

**WITNESSES**

1.

=====  
Signature of the  
**OWNER**

2.

=====  
Signature of the **PURCHASERS**

=====  
Signature of the  
**DEVELOPER/ SELLER**

Drafted by me:

Advocate  
Alipore Police Court, Kol-27

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SANTI CONSTRUCTION  
*[Signature]*  
PARTNER

