

THIS DEED OF CONVEYANCE made this day of
Two Thousand and

BETWEEN

Mr. SHYAM SUNDAR AGARWAL having Permanent Account No- **AIPA8868Q, Aadhar No: 4814 8865 3309**, by Occupation- Business, by Nationality- Indian, residing at- Adarshanagar, Kanaipur P.O- Barabahera, P.S- Uttarpara, District- Hooghly, Pin- 712246, Son of Late Madanlal Agarwal, in the state of West Bengal, hereinafter called the '**OWNER/VENDOR**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, legal representatives, successors and assigns) of the **FIRST PART** Represented by its Constituted Attorney "**SHYAM CONSTRUCTION**", a registered proprietorship firm, having its Registered Office at Adarshanagar, P.O- Barabahera, P.S- Uttarpara, District- Hooghly, Pin- 712246, represented by its proprietor, **Mr. SHYAM SUNDAR AGARWAL** , having Permanent Account Number- **AIPA8868Q, Aadhar No: 4814 8865 3309**, S/o. Late Madanlal Agarwal, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of Adarshanagar, Kanaipur P.O- Barabahera, P.S- Uttarpara, District- Hooghly, Pin- 712246 by a Deed of Development Cum Power of Attorney dated 26th October 2019, which is registered in the Office of the A.R.A-III, Kolkata West Bengal and recorded in Book No-I, Volume Number 1903-2019, Page from 247846 to 247886, being No- 190305976 for the year 2019.

AND

(if the Allottee is a company)

_____, (CIN No._____) a company incorporated under the provisions of the companies Act, (1956 or the Companies Act, 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/Purchaser” (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

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_____) duly authorized vide hereinafter referred to as the “Allottee/Purchaser” (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

Or

(if the Allottee is an individual)

Mr./Mrs _____(Aadhaar No _____) son/daughter of _____aged about _____residing at _____(PAN _____) hereinafter referred to as the “Allottee/Purchaser” (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

OR

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/Purchaser” (which expression shall unless excluded by or repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND WHEREAS the above named Vendors are willing to develop the abovesaid landed property but they are unable to make the construction in lack of time and capital and so that they approached the **Owner** to develop the above said First Schedule Property by making construction of a storied and/or multistoried building upon the said property thereon and thereafter the Vendors entered into an Development Agreement Cum Power of Attorney with the **Owner** by virtue of written Agreement dated..... which is duly registered in Book No-1 , Volume number-, Pages no-

..... to, being no-..... for the year
..... in the Office of the West Bengal to develop the above
said landed property for the consideration mentioned therein.

AND WHEREAS by this agreement the Developer/Confirming Party has agreed to sell, transfer and/or convey the Flat **No.-** On the floor more fully described in **SECOND SCHEDULE** together with proportionate undivided impartible share and interest in the common parts and portions and land underneath the attributable to the unit, hereinafter referred to as the “said unit” and the **Purchaser** has agreed to purchase the said unit more fully describe in **SECOND SCHEDULE** on the terms and conditions and at a consideration mentioned in **THIRD SCHEDULE** hereto paid by the **Purchaser** to the Developer in the manner mentioned in **THIRD SCHEDULE** hereto provided however, that the total consideration payable by the **Purchaser** in respect of the said unit shall be calculated and/or based on final area calculation of the said unit as per certificate of the Architect and the **Purchaser** hereby confirms that the **Developer** has the right, title and interest to enter into this agreement with the **Purchaser** and the **Developer** shall execute necessary conveyance in respect of the said unit in favour of the **Purchaser**.

AND WHEREAS the **Purchaser** is desirous to have Residential flat being **No-..... on the Floor, measuring an area ofSq.ft more or less including Super built @ Rs-..... per sq.ft** and at the above said premises fully described in the Second Schedule Property hereunder written for the Consideration price of **Rs.**

..... **only** (approximately), the value of the said flat may vary due to increase or decrease the super built area for the said Residential Flat and the Developer has accepted the proposal and the Vendors confirms the present deal under the terms and conditioned hereunder contained.

ANDWHEREAS in terms of the said agreement the Developer has completed the construction of the said flat being No- on the floor at Municipal Holding No., and the said flat is at present perfectly habitable condition and the **PURCHASER** have made inspection of the said flat and totally satisfied about the construction of the said flat

AND WHEREAS the **PURCHASER** herein have requested the **Owner** and **Developer** to make proper Deed of Sale in favour of the Purchaser in respect of the said flat.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of total sum ofonly paid by the Purchaser to the Developer (which the Owners accepts and confirm) herein towards the cost of the said flat being No- on the floor of Municipal Holding No., along with undivided proportionate share and/or interest in the land of the said premises the receipt thereof the **Developer** herein do hereby acknowledge admit and confirm and of and from

the same and every part thereof quit release and discharge the **PURCHASER** or his heirs, executors, administrators, representatives and assigns and every one of them the said flat along with proportionate variable share and/or interest in the land, the **Vendor** as **Owner** do by these presents indivisible **GRANT SELL CONVEY TRANSFER ASSIGN AND ASSURE UNTO THE PURCHASER** or their heirs, executors, administrators, representatives and assigns **ALL THAT** the said flat measuring about**Sq.ft. including** **super built-up area being flat No-..... in the floor at Premises No. Municipal Holding No.**, (which is more fully and particularly described in the **SECOND SCHEDULE** below and hereinafter referred to as the said flat and more fully and particularly shown in the plan annexed herewith and marked with Colour**RED**) along with undivided proportionate share and/or interest in the land of the premises (which is more fully and particularly written in the **SECOND SCHEDULE** written below) together with undivided interest and right to use common area and facilities (which is more fully and described in the **Third Schedule** written below) subject to payment of common expenses to be made by the **PURCHASER** along with the other allottee and/or **Purchaser** of the other flats (which is more fully and particularly described in the **Fourth Schedule** written hereunder) together with common use of sewerage, drains, way, passage, benefits and advantages and other rights liberties easements, quasi-easement to the said property or any part or portion thereof **TO HAVE AND TO HOLD** the same unto and the use of the

PURCHASER absolutely and forever and the **VENDOR** do hereby covenant with the **PURCHASER** and that **NOTWITHSTANDING** any act deed matter or thing whatsoever by the **VENDOR** made done committed or knowingly suffered to the contrary the **VENDOR** now have good right full power lawful and absolute authority and indefeasible title to grant convey sell transfer and assure the said flat and undivided proportionate share and/or interest in the land hereby granted sold convey transferred or intended so to be to use of the **PURCHASER** AND THAT the **PURCHASER** shall and may at all time hereafter peaceable hold possess the said flat and undivided proportionate share of the land and will receive rent issue profits thereof without any interruption claim demand whatsoever from or by the **VENDOR** or any other person or persons claiming through or in the trust of the **VENDOR** AND FURTHER THAT the **VENDOR** and other person or persons having or claiming any estate right title interest upon or out of the said property shall and will from time to time and at all time hereafter at the request and costs of the Purchaser make do execute perfect or cause to be made done executed and perfected all as such further and other assurance acts deeds and things whatsoever for further better and more perfectly assuring or confirming the title of the said flat and undivided proportionate share of land UNTO AND TO THE USE of the **PURCHASER** ABSOLUTELY AND FOR EVER in the manner aforesaid as the **PURCHASER** may reasonably require AND THE **VENDOR** undertake and declare that if the **PURCHASER** suffers any loss due to any charges and/or

litigation or due to the defect in title of the said property the Vendor will make good all losses so suffered by the **PURCHASER** and simultaneously to the execution of this Indenture the **Vendor** and **Developer** do hereby handing over possession of the said Flat to **PURCHASER** herein.

I **FURTHER MORE THE VENDOR DECLARE AND COVENANTS** as follows

1. The **VENDOR** will not at any time hereafter interfere with the occupation and possession of the said flat of the **PURCHASER** and the **PURCHASER** shall enjoy the said flat as its absolute owner with right to use common area and facilities advantages including the roof of the building in common with other co-owners and vendor.
2. The **VENDOR** will have no right, title and interest in the said flat of the **PURCHASER**.
3. The **VENDOR** will all time hereafter assist the **PURCHASER** at upon every reasonable request and at the cost of the **PURCHASER** made do execute acknowledge cause to be done executed acknowledge all such further acts deeds and things for further or more particularly assuring the title of the said flat and undivided proportionate share of the land thereof.

4. The **PURCHASER** shall from time to time and all time hereafter peaceably and quietly possess and enjoy the said flat with common area and facilities and will also have right to use the roof, open space of the said building in common with other co-owners, occupiers and **Vendor**.

5. The **VENDOR** will render necessary help to the **PURCHASER** for bringing separate electric meter in his name to mutate his name in respect of the flat hereby transferred.

6. The **VENDOR** undertakes to sign at necessary papers required for making mutation in the name of individual **Purchaser** and also render necessary helps for formation of Co-operative Society and/or owner's Association and registration and mutation of the same.

II. **THE PURCHASER FURTHER COVENANTS** as follows :

- A. The **PURCHASER** after the purchase will not create any obstruction to the **OWNER** to the construction of remaining portion of the Building including further construction of other second. floors on the roof and will allow the **OWNER** its men, agents, architects, workmen and any other person at any time to carry necessary materials through the entrance and staircase to the roof or any other portion of the building.

B. The **PURCHASER** covenant with the **Vendor** and **Owner** other lawful occupiers of other flats that the **PURCHASER** shall at all times hereafter pay all common area and/or expenses required for the maintenance of the building and its common portion and such payment will be made to the **Owner** by the **Purchaser** within reasonable time as may be fixed by the **Owner** from time to time without any abatement or deduction whatsoever and shall keep the **Owner** and **Vendors** and other lawful occupiers of the other flats indemnified against all such liabilities.

C. **The PURCHASER will –**

- i) Keep the said flat hereby transferred always in good habitable and water tight condition and in particular so as to support shelter and protect the other part of the building.
- ii) Contribute and pay proportionates the costs, expenses and outgoings regularly as mentioned in the Fourth Schedule below.
- iii) So long the said flat of the **PURCHASER** is not separately assessed for municipal rates and taxes, to pay the municipal rates and taxes in respect of the said flat and proportionate share of land hereby transfer to the Developer proportionately.

- iv) Make good defects decay and repair the said flat or portion thereof or for which the notice in writing shall be given by the **Owner, Vendor** or lawful occupiers of the other flats or on behalf of the Society to be formed by the **Owner** of the different flats of the said Premises and for which the **PURCHASER** shall be liable hereunder to do such repair.
- v) Permit the **Owner, Vendor** and lawful occupier or Owner of the other flats or the Society formed by them and their authorized surveyors with or without workmen to enter into the flat after giving notice to view and examine the state and condition thereof.

THE VENDOR AND DEVELOPER FURTHER DECLARE AS FOLLOWS:

1. The **PURCHASER** shall be entitled to use the said flat as its absolute owner with right to receive rent, issues and profits thereof along with right to sell, transfer, alienate without any obstruction from the Vendor and Owner.
2. That the **PURCHASER** shall be entitled to mutate his name in respect of the said flat in the records of Rishra Municipality.

3. The **Vendor and Owner** will render necessary assistance to the **PURCHASER** for smooth and absolute use of the said flat and for the purpose of mutating the name of the purchaser in the records of RishraMunicipality.
4. The **PURCHASER** shall be entitled to bring and use their own electric meter for the purpose of consumption of electricity in the said flat.
5. That the **PURCHASER** shall be entitled to use the common area for the purpose of ingress and egress to the said flat.

AND THAT the Vendor do hereby accord their consent for mutation and/or separation and/or apportionment of the flat in Municipal and all other government and/or so semi government and/or statutory bodies or authorities **AND DEVELOPER / CONFIRMING PARTY** confirm this Sale.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE LAND)

ALL THAT piece and parcel of “RayataSithibanBastu” land measuring an area about 08 Katha 00chattak and 00 sq.ft. be a little more or less and with 200 sq.ft. R T SHED structure, comprised in R.S. Dag No- 166, R.S. Khatian No. 6142, L.R. Dag No- 223 & 224, L.R. Khatian No- Old -4577/1,

presently- 28723, 28724, J.L. No- 13, Mouza- Serampore, Post Office- & Police Station- Serampore, District- Hooghly, Ward No. Mouza- Serampore, corresponding Municipal Holding No. 18 Doctor Bagan Lane, Ward No. 04, P.O- & P.S- Serampore, under the ambit of Serampore Municipality under District – Hooghly in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Property of Arabinda Sinha

ON THE SOUTH : 10 feet wide common passage

ON THE EAST : Property of Owners

ON THE WEST : Property of A.Majhi

VENDOR NO.1 Plot

ALL THAT piece and parcel of “RayataSithibanBastu” land measuring an area about 04 Katha 00chattak and 00 sq.ft. be a little more or less and with 100 sq.ft. R T SHED structure,comprised in R.S. Dag No- 166, R.S. Khatian No. 6142, L.R. Dag No- 223 & 224, L.R. Khatian No- Old -4577/1, presently- 28724, J.L. No- 13, Mouza- Serampore, Post Office- & Police Station- Serampore, District- Hooghly, Ward No. Mouza- Serampore, corresponding Municipal Holding No. 18 Doctor Bagan Lane, Ward No. 04, P.O- & P.S- Serampore, under the ambit of Serampore Municipality under District – Hooghly in the State of West Bengal.

VENDOR NO.2 Plot

ALL THAT piece and parcel of “RayataSithibanBastu” land measuring an area about 04 Katha 00chattak and 00 sq.fts be a little more or less and with 100 sq.ft. R T SHED structure,comprised in R.S. Dag No- 166, R.S. Khatian No. 6142, L.R. Dag No- 223 & 224, L.R. Khatian No- Old -4577/1, presently- 28723, J.L. No- 13, Mouza- Serampore, Post Office- & Police Station- Serampore, District- Hooghly, Ward No. 04 Mouza- Serampore, corresponding Municipal Holding No. 18 Doctor Bagan Lane, Ward No. 04, P.O- & P.S- Serampore, under the ambit of Serampore Municipality under District –Hooghly in the State of West Bengal

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE UNIT)

ALL THAT piece and parcel of proposed Residential Flat with marble flooring being no-..... on the **floor, measuring aboutSq.ft**more or less of super built up area (inclusive of 20% service area) (out of Owner’s allocation) with water and electrical facilities of multi storied building erected and built upon a land mentioned in the first schedule together with undivided proportionate indivisible impartible variable share in the land of the premises being corresponding Municipal Holding No. under the ambit of Howrah Municipal Corporation under District – Howrah in the State of West Bengal butted and bounded as follows:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

IN WITNESS WHEREOF the parties hereto have executed these

Presents the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the **VENDOR** at Kolkata in the

Presence of:

1.

2.

SIGNATURE OF LANDOWNER

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE OWNER

Drafted by Me