

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE .....DAY OF  
.....TWO THOUSAND AND NINETEEN (2019)**

### **BETWEEN**

**(1) SRI BIRESWAR GAN GULY (PAN –AGUPG7617B)** son of Late Gobinda Lal Ganguly, by faith-Hindu, by occupation Business, residing at 17, Krishna Mohan Mitra Lane, P.O. Salkia, P.S. Golabari, District Howrah, Pin-711106, **(2) SRI ASHOKE KUMAR GANGULY (PAN-ADTPG4060G)** son of Late Gobinda Lal Ganguly, by faith Hindu, by occupation –Business, residing at 17, Krishna Mohan Mitra Lane, P.O. Salkia, P.S. Golabari, District-Howrah, Pin -7711106, **(3) SMT. POLY BANERJEE (PAN-AIBPB6422E)**, wife of Mr. Sakti Kumar Banerjee, by faith-Hindu, by occupation –Housewife, residing at 25/1/1, Jadunath Vakil Road, P.O. & P.S. Tollygunge, Kolkata-700041, **(4) SMT. RINA KOLEY (PAN-AKIPK7323C)**, wife of Mr. Amit Kumar Koley, by faith-Hindu, by occupation –Housewife, residing at 59/A/2, Kshetra Mitra Lane, P.O.Salkia, P.S. Golabari, District –Howrah, Pin -711106 **(5) SMT. LATIKA GANGULY (PAN-ADUPG4281E)** wife of Lane Sukumar Ganguly, by faith-Hindu , by occupation –Housewife , residing at 17, Krishna Mohan Mitra Lane, P.O. Salkia, P.S. Golabari, District Howrah, Pin-711106, and **(6) SMT. KEKA CHAKRABORTY (PAN-ACSPC5833F)** wife of Mr. Mukul Chakraborty, by faith-Hindu, by occupation –Business, Housewife, residing at 17A, Golf Club Road, P.O. & P.S. Tollygunge, Kolkata-700033, **(7) SRI SOURAV DUTTA alias RAJA DUTTA (PAN-AEGPD6363K)** son of Late Madan Mohan Dutta, by faith-Hindu, by occupation Business, residing at 5/2, Kshetra Mitra Lane, P.O.Salkia, P.S. Golabari, District-Howrah, Pin -711106, hereinafter referred to as the **"OWNERS"**, (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **FIRST PART** duly represented by **Sri Tapan Paul (PAN AFQPP1118M)**, son of Sri Tarak Paul, by faith-Hindu, by occupation- Business, by nationality- Indian, residing at 5/2/6, Rasik Krishna Banerjee Lane, Post Office- Salkia, Police Station- Malipanchghora, District- Howrah, Pin-711106

### **AND**

**T.B. CONSTRUCTION PVT. LTD (PAN AAECT5889M)**, A Private Limited Company having its registered office at 12, 13 & 14, Sree Aurobinda Road, Post Office- Salkia, Police Station- Malipanchghora, District- Howrah, Pin-711106, being represented by one of its Directors, **Sri Tapan Paul (PAN AFQPP1118M)**, son of Sri Tarak Paul, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 5/2/6, Rasik Krishna Banerjee Lane, Post Office- Salkia, Police Station- Malipanchghora, District- Howrah,

Pin-711106, hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART:**

**AND**

..... (**PAN**.....), son of ....., by ..... hereinafter called and referred to as the "**ALLOTTEE/PURCHASER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, successors, representatives and assigns) of the **THIRD PART.**

- A.** The Owner/Vendors above named are the absolute and lawful owner of **ALL THAT** the piece and parcel of land containing an area of 17 (Seventeen) Cottahs 2 (two) Chittaks 22 (twenty two) sq.ft. be the same a little more or less along with structure standing thereon situate at Holding No.5/2, Khetra Mitra Lane, Salkia, Post Station- Golabari, Mouja- Golabari, L.R. Dag No.370, 371, 372, L.R. Khatian No.32, 88, 218, 279, 391, 404, 682 under J.L. No.1, Sheet No.20, Ward No.11, Borough No.11, District Howrah under HMC Pin Code-711106, hereinafter called and referred to as the "**SAID PREMISES**" which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written which is comprised and the amalgamated holding of **ALL THAT** piece and parcel of Mokorari Mourashi Bastu Land containing an area 6 Cottahs 2 Chittacks 8 Sft. be the same a little more or less as per Corporation Record and as per physical measurement the same is measuring 5 Cottahs 6 Chittacks and 25.8 Sft. together with cemented floor residential use 100 Sft. little more or less as per Corporation Record and as per physical measurement the same is measuring 5 Cottahs 6 Chittacks and 25.8 together with cemented floor residential use 100 Sq.ft.Tile Sheet standing thereon together with common passage together with all its common and easement rights annexed thereto and appurtenant therewith comprised in H.M.C.holding no. 4+5, Kshetra Mitra Lane, P.O. Salkia, corresponding to J.L No.1, Mouja & P.S. Golabari, Diistrict –Howrah and under H.M.C. Ward No. 11 + **ALL THAT** piece and parcel of Mokorari Mourashi Bastu land containing an area 3 Cottahs 4 Chittacks 3 Sft be the same a little more or less as per Corporation Record and as per physical measurement the same is measuring the same is measuring 3 Cotths 5 Chittacks and 41.2 Sft. together

with cement floor residential use 100 Sft. Tile Shed standing thereon together with common passage together with all its common and easement rights annexed thereto and appurtenant therewith comprised in H.M.C. holding no. 3 Kshetra Mitra Lane also known as Kshetra Mohan Mitra Lane, P.O. Salkia, corresponding to J.L.No. 1, Mouja & P.S. Golabari, District =Howrah and under H.M.C. Ward No. 11+ALL THAT piece and parcel of Mokorari Mourashi Bastu land containing an area 8 Cottahs 6 Chittacks 20 Sft. be the same a little more or less as per Corporation Record and as per physical measurement the same is measuring 8 Cottahs 6 Chittacks together with cemented floor residential use 100 Sft. Tile Shed standing thereon together with common passage together with all its common and easement rights annexed thereto and appurtenant therewith comprised in H.M.C. holding no. 5/2, (former 5/1, and 5/2) Kshetra Mitra Lane, P.O. Salkia, corresponding to Dag No. 370 under Khatian No.17 J.L.No. 1 Mouja & P.S. Golabari, District Howrah and under H.M.C. Ward No. 11,' respectively and in total as per physical measurement the same is 17 Cottahs 2 Chittacks 13 Sft.

**B.** The Owner and the Developer have entered into a Development Agreement dated 14<sup>th</sup> February, 2018 with (1) Sri Bireswar Ganguly (2) Sri Ashoke Kumar Ganguly (3) Smt Poly Banerjee (4) Smt Rina Koley (5) Smt Latika Ganguly (6) Smt Keka Chakraborty which was duly registered before the Office of Additional District Sub Registrar, Howrah and recorded in Book No.I, Volume No.0502-2018, Pages from 27979 to 28016, Being No.050200842 for the year 2018 and another Development Agreement dated 21<sup>st</sup> July, 2015 with the Owner Sri Sourav Dutta which was duly registered with the Office of Additional District Sub Registrar, Howrah and recorded in Book No.I, Volume No.0502-2018, Pages from 28886 to 28922 Being No.050203711 for the year 2015 and the Owners also have executed a GENERAL POWER OF ATTORNEY in favor of the Developer

**C.** In pursuance of the aforesaid Development Agreements dated the said Developer has completed the construction of the G + ..... storied building in accordance with the building plan vide no....., dated..... duly sanctioned by the .....

**D.** the said Developer intends to sell **All That** the **Residential Flat No.....**on the ..... **Floor**, measuring .....**Square Feet Carpet Area** , ..... **Flooring** and the Landowner No. 9 has decided to declared

to sell the residential Flat within Landowner's allocation of the said building and the Purchaser herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owners and authority of the Landowners and also the sanction plan and the construction and agreed to purchase **All That the Residential Flat No..... on the ..... Floor, measuring .....Square Feet Carpet Area , ..... Flooring** together with undivided proportionate share in the land together with proportionate right over the common parts and portions in the building, hereinafter called and referred to as the "**SAID FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the total price and / or consideration of **Rs. ....../- (Rupees ..... only)** finding the proposal as an acceptable the Landowner as aforesaid herein, has decided to sell out the said flat to and in favour of the purchasers herein.

**E.** The Owners/Vendors and the Developer herein doth hereby declare and covenant with the Purchaser that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors and the Developer herein have full right, title and interest in the said premises and /or the said Flat and have full right and authority to assign and transfer all their right, title and interest therein and the Owners/Vendors and the Developer herein further declares that there is a clear title to the Flat and its appurtenances belongs to the Owners/Vendors and the Developer herein absolutely and that neither the Owners/Vendors and the Developer herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners/Vendors and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchaser the said Flat and their right, title and interest therein and that the Owners/Vendors and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchaser may be rendered illegal and/or unauthorized for any reason or on any account.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In pursuance to the Agreement for Sale dated ..... and in consideration of the payment of sum of **Rs. ....../- (Rupees**

..... **only**) as the total Consideration paid by the Purchaser to the Landowner No 9 herein (*receipt whereof the said Landowner hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser*) paid on or before the execution of these presents, the Owners /Vendors doth hereby sell, transfer and convey unto and in favour of the Purchaser herein **All That the Residential Flat No. ....on the ..... Floor, measuring ..... Square Feet Carpet Area , ..... Flooring** together with undivided proportionate share in the land together with proportionate right over the common parts and portions in the building morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and/or given **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder written and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors and the Developer herein to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein doth hereby covenants with the Purchaser that:-

1. The Owners /Vendors herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and put the Purchaser in vacant, peaceful and unencumbered possession.
2. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners/Vendors and the Developer herein or their heirs or any of them or by any person or

persons claiming or to claim, from, under or in trust for them or any of them.

3. The Purchasers shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners /Vendors and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
4. The Purchaser shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder written.
5. The Purchaser shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The Purchaser and other co owner shall abide by the Rules and regulations and common obligations along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
8. The Purchaser shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **SIXTH SCHEDULE** hereunder written.
9. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser under the terms of this conveyance.

10. The Purchaser undivided proportionate interest is impartible in perpetuity.
11. The Owners/Vendors and the Developer doth hereby further covenant with the Purchaser that the Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners /Vendors or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for them or anyone of them.
12. The Owner/Vendor and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner /Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.
13. The Purchaser shall mutate the Said Flat in his own name and shall pay all such Municipal taxes and other impositions that may be charged from time to time, directly to the concern authority.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(THE SAID PREMISES)**

**ALL THAT** the piece and parcel of land containing an area of 17 (Seventeen) Cottahs 2 (two) Chittaks 22 (twenty two) sq.ft. be the same a little more or less along with structure standing thereon situate at Holding No.5/2, Khetra Mitra Lane, Salkia, Post Station- Golabari, Mouja- Golabari, L.R. Dag No.370, 371, 372, L.R. Khatian No.32, 88, 218, 279, 391, 404, 682 under J.L. No.1, Sheet No.20, Ward No.11, Borough No.11, District Howrah under HMC Pin Code-711106,, which is butted and bounded as follows:-

**ON THE NORTH** : Holding Nos. 5, 5/4/1, 5/4/2 and 5/3/1,  
Kshetra Mitra Lane.  
**ON THE SOUTH** : Kshetra Mitra Lane.  
**ON THE EAST** : Party Kshetra Mitra Lane and Holding No.2,  
Kshetra Mitra Lane.  
**ON THE WEST** : Kshetra Mitra Lane.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**(THE SAID FLAT)**

**All That** the **Residential Flat No.** ..... on the ..... **Floor**, measuring..... **Square Feet Carpet Area** , ..... **Flooring** consisting of .....(.....) Bed Room, .....(.....) ....., .....(.....) Kitchen, .....(.....) Toilet, together with proportionate undivided share and interest in land mentioned in the First Schedule above and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat described in the Third Schedule mentioned below under **ALL THAT** the piece and parcel of land containing an area of 17 (Seventeen) Cottahs 2 (two) Chittaks 22 (twenty two) sq.ft. be the same a little more or less along with structure standing thereon situate at Holding No.5/2, Khetra Mitra Lane, Salkia, Post Station- Golabari, Mouja- Golabari, L.R. Dag No.370, 371, 372, L.R. Khatian No.32, 88, 218, 279, 391, 404, 682 under J.L. No.1, Sheet No.20, Ward No.11, Borough No.11, District Howrah under HMC Pin Code-711106,which is butted and bounded as follows:-

**ON THE NORTH** :  
**ON THE SOUTH** :  
**ON THE EAST** :  
**ON THE WEST** :

The site Plan is annexed herewith which is part of this Deed of Conveyance.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**  
**(COMMON AREA AND FACILITIES)**

1. Stair case of all floors.
2. Stair case landing on all floors.
3. Lift, Lift room, Lift passage on all floors.
4. Common passage except car parking passage.
5. Water pump, water tank, all water pipes and other plumbing installations.



6. Electrical wiring and meters room.
7. Drainage and Sewers.  
Such other common parts area equipments installations fixtures , fittings and spaces in or about the said proposed/building as are necessary for passage, user and occupation of the flats in common as are specified expressly to be the common parts of the proposed building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**  
**(COMMON EXPENSES)**

1. All costs of maintenance operating, replacing, white washing, painting, re-building, re-constructing, decorating, re-decorating and light the common area and also the walls, other walls on the building.
2. All charges and deposit for suppliers of common facilities and utilities.
3. The salaries of all the person employed the said purpose.
4. Insurance premium for insurance of the building against earthquake, fire, lighting, mob, violence, civil commodities damage, etc.
5. Municipal taxes, common electric charges and other outgoings those separately assessed on the respective flat/Unit.
6. Cost and charges of establishment for maintenance of the building and for watch and guard stuff.
7. All litigation expenses for protecting the title of the land with building.
8. The expenses incurred for maintenance the office for common expenses.
9. All expenses mentioned as above shall be proportionate borne by the co-purchasers on and from date of taking charges and occupation of their respective flats.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON OBLIGATIONS & RULES AND REGULATIONS)**

1. The share or interest in the land underneath is impartible and the Purchaser shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
2. The Purchaser shall apply for mutation of the Second Schedule property in his own name and apply for and has the said separately assessed for the purpose of Municipal rates and taxes, Khajna etc.
3. The Purchaser shall use the said Flat and all common portions peacefully with the other co owner.

4. The Purchaser shall not do any of the following acts, deeds and things :
  - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
  - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
  - c) Carry out repairs in a manner so as to affect the structural stability of the building.
  - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
  - e) Affix or draw any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
  - f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.
  - g) Change the colour scheme of the windows, grill and the main door of the said Flat other than according to the specification or upon formation of the Association in writing.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(EASEMENTS AND QUASI-EASEMENTS)**

1. The Purchaser shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant or otherwise thereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number or appertaining hereto which are thereafter more fully specified Excepting and Reserving unto the Owners/Vendors and the Developer and other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges.
2. The right of access in common with other owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant and common parts with or without vehicles

over and along the passages and pathways comprised within the said building and the appurtenant land provided always and it is declared that therein contained shall permit the Purchaser or any person deserving title under the Purchaser and/or his servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors' and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4. The right of protection of the said floor and the properties appurtenant hereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant hereto from the other part or parts of the said building.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant hereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant hereto for all lawful purpose whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant hereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

**IN WITNESS WTHEREOF the** Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the  
**OWNERS/ VENDORS** in the presence of:

1.

2.

SIGNATURE OF THE OWNERS/VENDORS

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** in the presence of:

1.

2.

SIGNATURE OF THE PURCHASER

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchasers the within mentioned sum of **Rs. ....../- (Rupees .....)** by way of total consideration money as per Memo below:-

<b>Date</b>	<b>Cash/ Cheque No./D.D. No.</b>	<b>Bank Name</b>	<b>Amount ( In Rupees)</b>
		<b>Total</b>	<b>.....</b>

(Rupees .....).

**SIGNATURE OF THE WITNESS**

1.

