

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... Day of Two Thousand and Twenty (2020).

**BETWEEN**

**(1) SRI SANJIT SIKDER (PAN NO. AUGPS4557A)**, son of Rajendra Nath Sikdar, by Faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Vill. Gouranganagar, Sreekrishna Pally, P.O. Gouranganagar, P.S. New Town, Kolkata – 700162, District- North 24 Parganas, West Bengal, **(2) SRI PULIN HALDER (PAN NO. ABOPH8087K)**, son of Dinesh Halder, by Faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Vill. Gouranganagar, Sreekrishna Pally, P.O. Gouranganagar, P.S. New Town, Kolkata – 700162, District- North 24 Parganas, West Bengal, **(3) SMT. SHIKHA HALDER (PAN NO. ARVPH1493A)**, wife of Pulin Halder, by Faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Vill. Gouranganagar, Sreekrishna Pally, P.O. Gouranganagar, P.S. New Town, Kolkata – 700162, District- North 24 Parganas, West Bengal, hereinafter called and referred to as the **OWNERS/VENDORS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owners/Vendors herein are duly represented by their constituted attorney, namely, **MAA JAGADHATRI CONSTRUCTION, (PAN NO- ABJFM6217D)**, a Partnership Firm, having its registered office at 14 No. Station Road, Berhampur, P.O. & P.S. Berhampur, Pin – 742101, District – Murshidabad, West Bengal and having its city and corresponding office at F/D-7/3, Vidyasagar Pally, Post Office Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata - 700059, represented by its Partners namely, **(1) SMT. ANUPAMA MUKHERJEE (PAN NO- BJQPM1407H) & (MOBILE NO. 8017685033)**, wife of Ashis Mukhopadhyay, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at RGM-15/59, Jhowtala, Hatiara, Post Office – Hatiara, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal, **(2) SRI SANJAY CHOWDHURY (PAN NO- AFSPC8362A) & (MOBILE NO. 8777020665)**, son of Nirmal Chowdhury, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at F/D-7/3, Vidyasagar Pally, Post Office – Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal.

**AND**

**MAA JAGADHATRI CONSTRUCTION, (PAN NO- ABJFM6217D)**, a Partnership Firm, having its registered office at 14 No. Station Road, Berhampur, P.O. & P.S. Berhampur, Pin – 742101, District – Murshidabad, West Bengal and having its city and corresponding office at F/D-7/3,

MAA Jagadhatri Construction  
Sanjay Chowdhury  
Partner

Vidyasagar Pally, Post Office Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata - 700059, represented by its Partners namely, **(1) SMT. ANUPAMA MUKHERJEE (PAN NO- BJQPM1407H) & (MOBILE NO. 8017685033)**, wife of Ashis Mukhopadhyay, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at RGM-15/59, Jhowtala, Hatiara, Post Office – Hatiara, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal, **(2) SRI SANJAY CHOWDHURY (PAN NO- AFSPC8362A) & (MOBILE NO. 8777020665)**, son of Nirmal Chowdhury, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at F/D-7/3, Vidyasagar Pally, Post Office – Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal, hereinafter called as the **"DEVELOPER/CONFIRMING PARTY"** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**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 No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or 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 No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[ OR ]

[if the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[ OR ]

[ if the Allottee is a HUF ]

Mr. \_\_\_\_\_ (Aadhaar 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 No. \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

**WHEREAS :**

- A. One Haridas Mondal, son of Late Jogesh Chandra Mondal, was the absolute owner of land measuring 2.59 Acres more or less, comprised in C.S. Dag No. 1317, under C.S. Khatain No. 616, in Mouza – Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana – Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one, Sk. Habibulla, son of Late Sk. Hingu, by strength of a registered Deed of Conveyance, registered on 08.11.1954, registered in the Office of the Sub-Registrar, Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 80, Pages from 111 to 116, being Deed No. 5955 for the year 1954.
- B. The said Haridas Mondal also became the absolute owner of land measuring 2.24 Acres of land, comprised in C.S. Dag No. 1318, under C.S. Khatian No. 616, in Mouza – Ghuni, J.L. No. 23, Re Sa No. 232, Touzi No. 1250, Pargana – Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by receiving the same, by way of Registered Deed of Exchange, executed among the said Haridas Mondal as One Part and one (1) Basiruddin Mondal, (2) Najimuddin Mondal & (3) Joynuddin Mondal as Other Part. The said Deed of Exchange was registered on 02.05.1955, registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 65, Pages from 214 to 215, being Deed No. 4328 for the year 1955.

- C. While in absolute possession and absolute ownership over the aforesaid properties, the said Haridas Mondal duly recorded his name in the record of the R.S. Settlement in respect of land measuring 2.59 Acres in R.S. Dag No. 1369 under R.S. Khatian No. 1044, and also land measuring 2.44 Acres in R.S. Dag No. 1370 under R.S. Khatian No. 658.
- D. Thereafter the said Haridas Mondal also duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 2095.
- E. Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 5955 for the year 1954, and on the basis of the aforementioned Registered Deed of Exchange, bearing Deed No. 4328 for the year 1955, and on the basis of the aforesaid records, the said Haridas Mondal, became the absolute owner of land measuring 2.59 Acres more or less, in C.S. Dag No. 1317 corresponding to R.S. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 AND ALSO land measuring 2.24 Acres more or less in C.S. Dag No. 1318 corresponding to R.S. Khatian No. 1370 under C.S. Khatian No. 616, R.S. Khatian No. 658, L.R. Khatian No. 2095, in Mouza – Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana – Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- F. While in absolute possession and absolute ownership over the aforesaid properties, the said Haridas Mondal, plotted the aforesaid total land, and sold, transferred and conveyed a plot, being Plot No. 1, land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R. Khatian No.	Sold Property K- CH- SQ. FT.
1317	1369	616	1044	2095	03 - 14 - 36
1318	1370	616	658	2095	01- 01 - 09
					05 - 00 - 00

In total a demarcated plot of land measuring 5 [Five] Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza – Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana – Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one (1) Lal Mani Devi Viswakarma, wife of Late Jay Ram Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma, both sons of Late Jay Ram Viswakarma, by strength of a Registered Deed of Conveyance, registered on 10.03.1995, registered in

the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. 1, Volume No. 27, Pages from 157 to 162, being Deed No. 1213 for the year 1995.

- G. Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 1213 for the year 1995, the said (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma, became the absolute joint owners of ALL THAT piece and parcel of land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R. Khatian No.	Sold Property K- CH- SQ. FT.
1317	1369	616	1044	2095	03 - 14 - 36
1318	1370	616	658	2095	01- 01 - 09
					05 - 00 - 00

In total a demarcated plot of land measuring 5 [Five] Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.

- H. The said Sekhar Viswakarma executed a Registered General Power of Attorney, appointing his mother, Lal Mani Devi Viswakarma as his constituted attorney, with power to sell, transfer and convey his undivided share in the aforesaid property. The said General Power of Attorney was registered on 14.11.2006, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. IV, Volume No. 22, Pages from 172 to 180, being Deed No. 00749 for the year 2006.

- I. The said Lal Mani Devi Viswakarma for self and as constituted attorney of her son, Sekhar Viswakarma and the said Amar Viswakarma, jointly sold, transferred and conveyed a demarcated plot of land measuring 3 (Three) Cottahs more or less out of their aforesaid total plot of land measuring 5 (Five) cottahs more or less, comprised in C.S. Dag No. 1317, corresponding to R.S. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana - Kalikata, P.S. Rajarhat presently New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to one Sanjit Sikder, the Owner No. 1 herein, by strength of a Registered Deed of Conveyance, registered on 22.12.2006, registered in the office of the A.D.S.R.

Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 14, Pages from 1112 to 1129, being Deed No. 14728 for the year 2008.

- J. Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 14728 for the year 2008, the said Sanjit Sikder, the Owner No. 1 herein, become the absolute owner of ALL THAT piece and parcel of a demarcated plot of land measuring 3 (Three) Cottahs more or less, comprised in C.S. Dag No. 1317, corresponding R.S. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian no. 1044, L.R. Khatian No. 2095, lying and situated at Mouza – Ghuni, J.L. No. 23, R.S. No. 232, Touzi No. 1250, Pargana – Kalikata, P.S. Rajarhat present New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas.
- K. While is absolute possession and absolute ownership over the aforesaid property, the said Sanjit Sikder duly recorded his name in the record of the L.R Settlement in L.R. Khatian No. 4964 and nature of the said land is Bastu.
- L. After selling a part of the aforesaid land to the abovenamed Sanjit Sikder, the said (1) Lal Mani Devi Viswakarma, (2) Sekhar Viswakarma & (3) Amar Viswakarma, became the absolute joint owners of rest of the land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R. Khatian No.	Sold Property K- CH- SQ. FT.
1317	1369	616	1044	2095	00 – 14 – 36
1318	1370	616	658	2095	01- 01 – 09
					02 – 00 - 00

In total demarcated and remaining plot of land measuring 2 (Two) Cottahs more or less, comprised in C.S. Dag Nos. 1317 & 1318 corresponding to R.S. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian No. 2095, in Mouza – Ghuni, J.L. No. 23, R.S. No. 232, Touzi No. 1250, Pargana – Kalikata, P.S. Rajarhat, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, to the present owners, (1) Pulin Halder & (2) Shikha Halder, by the strength of a Registered Deed of Conveyance, registered on 22.12.2006, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 128, Pages from 116 to 142, being Deed No. 2228 for the year 2007.

- M. Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 2228 for the year 2007, the said (1) Pulin Halder & (2) Shikha Halder, the Owners

No. 2 & 3 herein respectively, become the absolute joint owners of ALL THAT piece and parcel of a demarcated plot of land measuring :

C.S. Dag No.	R.S. Dag No.	C.S. Khatian No.	R.S. Khatian No.	L.R. Khatian No.	Sold Property K- CH- SQ. FT.
1317	1369	616	1044	2095	00 - 14 - 36
1318	1370	616	658	2095	01- 01 - 09
					02 - 00 - 00

- N. While in absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Pulin Halder & (2) Shikha Halder duly recorded their names in the record of the L.R. Settlement, as follows :-

Name	L.R. Khatian No.	Nature of Land
Pulin Halder	3173	Bastu
Shikha Halder	3174	Bastu

- O. That, by virtue of registered Deed of Conveyance, registered on 22.12.2006, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City and recorded in Book No. 1, CD Volume No. 14, Pages from 1112 to 1129, being Deed No. 14728 for the year 2008 and Registered Deed of Conveyance, registered on 22.12.2006, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 128, Pages from 116 to 142, being Deed No. 2228 for the year 2007, (1) Sanjit Sikder, (2) Pulin Halder, (3) Shikha Halder, the Landowners/Owners herein, become the absolute joint owners of ALL THAT piece and parcel of land admeasuring 3 [Three] Cottahs more or less, comprised in C.S. Dag No. 1317, R.S./L.R. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 at present L.R. Khatian No. 4964 and another piece and parcel of land admeasuring 2 [Two] Cottah more or less, comprised in C.S. Dag Nos. 1317 & 1318, corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 1369 & 1370 i.e. total land admeasuring 5 [Five] Cottahs more or less, lying and situated at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana- Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyanga Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, [Srekrishna Pally, P.O. Gouranga Nagar, Kolkata - 700162], in the State of West Bengal, hereinafter referred to and called as the "Said Premises" which is morefully and particularly mentioned in the First Schedule written hereinunder.

- P. The Owners herein are searching of the reputed Promoter/developer who is capable to complete the construction work of building and having come to know the aforesaid intention of the Owners herein, the party hereto of the Other Part i.e. the Developer/Promoter herein have also expressed their desire before the Owners herein to take up the task of development of the said Land which is morefully and particularly described in the First Schedule hereunder written in accordance with the Sanction of Plan obtained from the Jyangra Hatiara 2 No. Gram Panchayet.
- Q. Accordingly, The Owner No. 1 and 2 & 3 herein entered into two registered Development Agreement both dated 29th Day of March, 2019 with **MAA JAGADHATRI CONSTRUCTION, (PAN NO- ABJFM6217D)**, a Partnership Firm, having its registered office at 14 No. Station Road, Berhampur, P.O. & P.S. Berhampur, Pin – 742101, District – Murshidabad, West Bengal and having its city and corresponding office at F/D-7/3, Vidyasagar Pally, Post Office Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata - 700059, represented by its Partners namely, **(1) SMT. ANUPAMA MUKHERJEE (PAN NO- BJQPM1407H) & (MOBILE NO. 8017685033)**, wife of Ashis Mukhopadhyay, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at RGM-15/59, Jhowtala, Hatiara, Post Office – Hatiara, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal, **(2) SRI SANJAY CHOWDHURY (PAN NO- AFSPC8362A) & (MOBILE NO. 8777020665)**, son of Nirmal Chowdhury, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at F/D-7/3, Vidyasagar Pally, Post Office – Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal .i.e. the Promoter/Developer herein for the purpose of development and construction of a multi-storied building upon the said land more fully described in the First Schedule hereunder written under certain terms and condition contained therein and the both document was executed and registered before the Office of the Additional District Sub Registrar at Rajarhat and recorded in Book No. I, Volume No. 1523-2019, Pages from 144038 to 144073, Being No. 152303757 for the year 2019 and recorded in Book No. I, Volume No. 1523-2019, Pages from 144074 to 144114, Being No. 152303756 for the year 2019 respectively.
- R. For proper implementation of development work the Owner No. 1 and 2 & 3 herein subsequently executed two registered Development Power after registered Development Agreement dated 29th Day of March, 2019 in favour of **MAA JAGADHATRI CONSTRUCTION, (PAN NO- ABJFM6217D)**, a Partnership Firm, having its registered office at 14 No. Station Road, Berhampur, P.O. & P.S. Berhampur, Pin – 742101, District – Murshidabad, West Bengal and having its city and corresponding office at F/D-7/3,



Vidyasagar Pally, Post Office Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata - 700059, represented by its Partners namely, **(1) SMT. ANUPAMA MUKHERJEE (PAN NO- BJQPM1407H) & (MOBILE NO. 8017685033)**, wife of Ashis Mukhopadhyay, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at RGM-15/59, Jhowtala, Hatiara, Post Office – Hatiara, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal, **(2) SRI SANJAY CHOWDHURY (PAN NO- AFSPC8362A) & (MOBILE NO. 8777020665)**, son of Nirmal Chowdhury, by religion- Hindu, by Occupation- Business, by Nationality- Indian, residing at F/D-7/3, Vidyasagar Pally, Post Office – Jyangra, Police Station – Baguiati, District – North 24 Parganas, Kolkata – 700059, West Bengal and the both document was registered before the office of the Additional District Sub Registrar at Rajarhat and Book No. I, Volume No. 1523-2019, Pages from 144018 to 144037, Being No. 152303810 for the year 2019 and Book No. I, Volume No. 1523-2019, Pages from 145100 to 145121, Being No. 152303811 for the year 2019 respectively.

- S. Thereafter as per terms and conditions of Development Agreement and Development Power after registered Development Agreement the Developer herein constructed Ground plus ..... storied Building according to the sanctioned Plan being Plan No. .... **dated** ..... issued by the Jyangra Hatiara 2 No. Gram Panchayet upon the said piece and parcel of land measuring about 5 [Five] more or less (herein after referred to as the said Premises) morefully and particularly described in the **FIRST SCHEDULE** hereunder written.
- T. As per the allocation and/or allotment of Development Agreements, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- U. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at **KOLKATA** on ..... under **registration no.** .....
- V. The Developer herein has declared to sell the residential Flat within Developer'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 owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one

residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, East facing of the Ground plus ..... storied Building, measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana- Kalikata, comprised in C.S. Dag No. 1317, R.S./L.R. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 at present L.R. Khatian No. 4964 and another piece and parcel of land admeasuring 2 [Two] Cottah more or less, comprised in C.S. Dag Nos. 1317 & 1318, corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 1369 & 1370, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, [Srekrishna Pally, P.O. Gouranga Nagar, Kolkata – 700162], in the State of West Bengal, hereinafter called and referred to as the "**SAID FLAT**" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

- W. By an Agreement for Sale dated ..... the Owners herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, East facing of the Ground plus ..... storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana- Kalikata, comprised in C.S. Dag No. 1317, R.S./L.R. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 at present L.R. Khatian No. 4964 and another piece and parcel of land admeasuring 2 [Two] Cottah more or less, comprised in C.S. Dag Nos. 1317 & 1318, corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 1369 & 1370, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, [Srekrishna Pally, P.O. Gouranga Nagar, Kolkata – 700162], in the State of West Bengal morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available

therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

**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. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer 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 herein and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana-Kalikata, comprised in C.S. Dag No. 1317, R.S./L.R. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 at present L.R. Khatian No. 4964 and another piece and parcel of land admeasuring 2 [Two] Cottah more or less, comprised in C.S. Dag Nos. 1317 & 1318, corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 1369 & 1370, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, [Srekrishna Pally, P.O. Gouranga Nagar, Kolkata – 700162], in the State of West Bengal morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder 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 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 herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners and the Developer 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 have 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 their 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 him the Owners 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 PURCHASER 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 and the Developer 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 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.
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.
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 common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The PURCHASER 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 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.

9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owners, Developer/Confirming party 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 Owners 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.
11. 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 concerned authority.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

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

**ALL THAT** piece and parcel of land admeasuring 3 [Three] Cottahs more or less, comprised in C.S. Dag No. 1317, R.S./L.R. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 at present L.R. Khatian No. 4964 and another piece and parcel of land admeasuring 2 [Two] Cottah more or less, comprised in C.S. Dag Nos. 1317 & 1318, corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 1369 & 1370 i.e. total land admeasuring 5 [Five] Cottahs more or less, lying and situated at Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana- Kalikata, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram

Panchayet, in the District North 24 Parganas, [Srekrishna Pally, P.O. Gouranga Nagar, Kolkata – 700162], in the State of West Bengal, and the same is Butted and Bounded as follows:

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

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the said Flat)**

**ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building namely "**JAGADHATRI RESIDENCY**", measuring an area of ..... **Square Feet super built up area** consisting of ..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and ..... (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza – Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 1250, Pargana- Kalikata, comprised in C.S. Dag No. 1317, R.S./L.R. Dag No. 1369, under C.S. Khatian No. 616, R.S. Khatian No. 1044, L.R. Khatian No. 2095 at present L.R. Khatian No. 4964 and another piece and parcel of land admeasuring 2 [Two] Cottah more or less, comprised in C.S. Dag Nos. 1317 & 1318, corresponding to R.S./L.R. Dag Nos. 1369 & 1370, under C.S. Khatian No. 616, R.S. Khatian Nos. 1044 & 658, L.R. Khatian Nos. 1369 & 1370, P.S. Rajarhat presently New Town, A.D.S.R.O. Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatlara 2 No. Gram Panchayet, in the District North 24 Parganas, [Srekrishna Pally, P.O. Gouranga Nagar, Kolkata – 700162], in the State of West Bengal.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(Common Parts and Facilities)**

1. The Landowners along with other co-owners, occupiers, society or association or Company shall allow each other the following easement, quasi easement and equal easement right, privileges etc.
2. Land under the said building described in the First Schedule.
3. All side spaces, back spaces, paths, passages, drain ways sewerage provided in the said building.

4. General lighting of the common portions and space for installation of electric meter in general and separate.
5. Municipal connection of the drain and sewerage line of the said building.
6. Staircase, stairs case landing, lift, lift well, lift room, lift machine and accessories, lobbies of the building.
7. Septic tank, one water pump, overhead water reservoir, water line.
8. Electric meter for common purpose.

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

1. Maintenance and upkeep of lift, staircase, landing, passages, common pathways and roof of the building.
2. Painting on common areas in the interior and exterior of the building.
3. Maintenance for electrical lines, water lines, soil pipe, under ground water reservoir, overhead reservoir, septic chamber and all outside drain of the building.
4. Maintenance for motor and pump and security of the same.
5. Salary of the care taking staff, security, electrician plumber, sweeper etc.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON RESTRICTIONS FOR OCCUPIERS)**

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

Maa Jagadantri Construction

*Sanjay Chaudhry*

Partner



**IN WITNESS WHEREOF** 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 **VENDORS** at Kolkata in the presence of :

- 1.
- 2.

Maa Jagadhatri Construction

*Sanjay Chaudhry*

Partner

**SIGNATURE OF THE VENDORS**

**SIGNED SEALED AND DELIVERED** by the **DEVELOPER** at Kolkata in the presence of:

- 1.
- 2.

Maa Jagadhatri Construction

*Sanjay Chaudhry*

Partner

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED** by the **PURCHASER** at Kolkata in the presence of:

- 1.

**SIGNATURE OF THE PURCHASER**

**DRAFTED BY:**

Advocate

High Court, Calcutta.

Enl. No.

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/-** (Rupees.....) **only** by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

Cheque No.	Date	Bank & Branch Name	Amount
Total			<u>Rs.00,00,000/-</u>

(Rupees.....) **only**

**SIGNATURE OF THE WITNESS**

1.

Man Jagannath Construction

*Sanjay Chaudhary*

Partner

2.

**SIGNATURE OF THE DEVELOPER**

Identified by:

Name: \_\_\_\_\_

Son of \_\_\_\_\_

by Faith- \_\_\_\_\_, Occupation: \_\_\_\_\_

Residing at - \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_

Kolkata- \_\_\_\_\_, District: \_\_\_\_\_