

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this the .....day of .....**TWO THOUSAND AND NINETEEN (2019)**;

### BETWEEN

(1) **SRI PRABIR KUMAR MAHAPATRA, (PAN-AMPPM9327B)** son of Late Prabhat Chandra Mahapatra and (2) **SMT. KALPANA MAHAPATRA (PAN-AHFPM3742D)**, wife of Sri Prabir Kumar Mahapatra, both are by faith – Hindu, by Nationality – Indian, by occupation – Sl.No. 1- Service and Sl.No. 2- Housewife, both are residing at 25/5, Sukanta Sarani, Gitanjali Park, P.O. Rajbari, P.S. Airport, Kolkata – 700081, District – North 24-Parganas, hereinafter called and referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs / successors / executors / administrators / legal representatives and assigns) of the **FIRST PART**:

### AND

**M/S. NARSHINGA VINCOM PRIVATE LIMITED, (PAN-AADCN2694K)**, a Private Limited Company having its office at Shop No. 1, Block-B, Panchasheel Housing Complex, 120 M.B. Road, P.O. Birati, P.S. Nimta, Kolkata – 700051, District – North 24-Parganas, represented by its Directors namely (1) **SRI PARTHO KUMAR KARANJAI, (PAN-BPYPK0199E)**, son of Sri Goutam Karanjai, residing at 67, Sibachal Road, P.O. Birati, P.S. Nimta, Kolkata – 700051, District – North 24-Parganas, (2) **SRI ABHISEKH BOTHRA, (PAN-AKCPB8129R)**, son of Sri Prakash Chandra Bothra, residing at 120 M.B. Road, Panchasheel Housing Complex, P.O. Birati, P.S. Nimta, Kolkata – 700051, District – North 24-Parganas and (3) **SMT. KIRAN SARDA, (PAN-ALKPS4535R)**, wife of Sri Bishnu Kumar Sarma, residing at 9H, Chamaria Road, P.O. Shalkia, P.S. Golabari, Howrah, PIN-711101, District – Howrah, all are by faith – Hindu, by Nationality – Indian, by occupation – Business, be it mentioned here that any two Directors out of above named three Directors have signing authority on this documents according to Board Meeting of Directors dated 24.03.2014, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs / representatives / successors / executors / administrators / legal representatives and assigns ) of the **SECOND PART**.

### AND

..... (**PAN** .....), son of ....., by faith-....., by occupation- ....., by nationality- ..... residing at ....., Post Office : ....., Police Station- ....., ....., West Bengal, hereinafter called and referred to as the **PURCHASERS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, successors, executors, administrators and assigns) of the **THIRD PART**.

**WHEREAS:**

- A.** The land owners are the joint owner of **ALL THAT the** piece and parcel of land admeasuring an area of 6(Six) cottahs 9(Nine) chittacks 21 sq.ft. be the same a little more or less together with structure measuring 300 sq.ft. be the same little more or less at Mouza-Gouripur, P.S. Airport, under North Dum Dum Municipality, Ward no. 14, at Dag no. 337, Khatian no. 312, J.L. No. 6, R.S. No. 121, Touzi No. 172 under Additional District Sub-Registry Office at Bidhannagar, Salt Lake under North Dum Dum Municipality, Ward No. 14, District North 24-Parganas.(morefully and described described in the PART I of the FIRST SCHEDULE)
- B.** The manner in which the land owners acquired right title and interest in the said premises is described in the PART II of the FIRST SCHEDULE
- C.** The Owners and the Developer have entered into Development Agreement dated 17<sup>th</sup> June, 2016, vide Deed No. 150202027, Volume No: 1502-2016, Page No. 50153 to 50200 and the Owners also have executed a Power of Attorney in favor of the Developer being Volume No. 1502-2016, Page No. 50288 to 50318, Deed No. 150202032 for the year 2016, dated 17<sup>th</sup> June, 2016.
- D.** The **Dum Dum Municipal Corporation** has granted the commencement certificate to develop the Project vide its approval dated 30<sup>th</sup> August, 2017, Bearing registration no.100/17-18;
- E.** The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on..... under HIRA REGISTRATION NO.: HIRA/.....
- F.** The developer duly constructed one multi storied building on the said premises named JANANEE APARTMENT
- G.** Thereafter the the Developer offered to sell a self contained independent residential flat from the **Developer's Allocation** and the Purchasers evinced an intention to purchase **ALL THAT** one self contained residential flat being **Flat no.** ..... on the ..... **Floor,** ..... **Facing** of the ..... **Storied building,** measuring .....

**Sq.ft. super built up area** more or less comprised of ....., Together With undivided proportionate share or interest of land in the building constructed on the premises stated in the **First Schedule** hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Building TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building lying and situate at **ALL THAT the** piece and parcel of land admeasuring an area of 6(Six) cottahs 9(Nine) chittacks 21 sq.ft. be the same a little more or less at Mouza-Gouripur, P.S. Airport, under North Dum Dum Municipality, Ward no. 14, at Dag no. 337, Khatian no. 312, J.L. No. 6, R.S. No. 121, Touzi No. 172 under Additional District Sub-Registry Office at Bidhannagar, Salt Lake under North Dum Dum Municipality, Ward No. 14, District North 24-Parganas (morefully and particularly described in the **SECOND SCHEDULE** written hereunder and hereinafter referred to as the **SAID FLAT**) at and for **Rs .....**/- (**Rupees .....**) **only** and the parties entered into an Agreement for Sale.

- H.** The Owner/Vendors and the Developer herein doth hereby declare and covenant with the Purchasers that the said premises and/or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors have full right, title and interest in the said premises and /or the said Flat and has full right and authority to assign and transfer all his 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 Him, the Owners/Vendors and the Developer herein has himself full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and his right, title and interest therein and that the Owners/Vendors and the Developer herein has 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 Purchasers may be rendered illegal and/or unauthorized for any reason or on any account.

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

In consideration of the payment of sum **Rs .....** /- (**Rupees .....**) **only** as the total consideration paid by the Purchasers to the Developer herein (receipt whereof the Developer herein hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers ) paid on or before the execution of these presents, the Owner /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said flat being **ALL THAT** one self contained residential flat being **Flat no. ....** on the **..... Floor, .....** **Facing** of the **..... Storied building,** measuring **..... Sq.ft. super built up area** Together With undivided proportionate share or interest of land in the building constructed on the premises stated in the **First Schedule** hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Building TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building lying and situate at **ALL THAT the** piece and parcel of land admeasuring an area of 6(Six) cottahs 9(Nine) chittacks 21 sq.ft. be the same a little more or less together with structure measuring 300 sq.ft. be the same little more or less at Mouza- Gouripur, P.S. Airport, under North Dum Dum Municipality, Ward no. 14, at Dag no. 337, Khatian no. 312, J.L. No. 6, R.S. No. 121, Touzi No. 172 under Additional District Sub-Registry Office at Bidhannagar, Salt Lake under North Dum Dum Municipality, Ward No. 14, District North 24-ParganasAnd **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 flat 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 Purchasers 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 Owner /Vendors and the Developer herein doth hereby covenants with the Purchasers that:-

**1.** The Owner /Vendors 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 Purchasers in the manner aforesaid have put the Purchasers in vacant, peaceful and unencumbered possession.

**2.** The Purchasers 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 Owner /Vendors and the Developer herein or his heirs or any of

them or by any person or persons claiming or to claim, from, under or in trust for him 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 Owner /Vendors and the Developer herein 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 Owner /Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for him;

**4.** The said Flat and /or the said building have been constructed as per the sanctioned plan and standard and safe materials have been used and all necessary permissions have been duly obtained by the Owner /Vendors and the Developer herein.

**5.** The Purchasers 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** in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder written and/or described.

**6.** The Purchasers 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.

**7.** 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 Owner/Vendors and the Developer herein 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 Purchasers under the terms of this conveyance.

**8.** The Purchasers' undivided proportionate interest is impartible in perpetuity.

**9.** The Owner /Vendors and the Developer doth hereby further covenant with the Purchasers that the Purchasers 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 hereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner /Vendors and the Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

**10.** 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 Owner /Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of. from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors or by any other person or persons claiming or to claim by, from, under or in trust for him;

**11.** The Owner /Vendors and the Developer and all persons 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 /Vendors and the Developer or his 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 Purchasers 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 Purchasers in manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

**12.** The Purchasers shall mutate the Said Flat in their own name and shall pay all such taxes and other impositions that may be charged from time to time, directly to the local Civic Authority.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(The Entire Premises)  
PART I**

**ALL THAT the** piece and parcel of land admeasuring an area of 6(Six) cottahs 9(Nine) chittacks 21 sq.ft. be the same a little more or less together with structure measuring 300 sq.ft. be the same little more or less at Mouza-Gouripur, P.S. Airport, under North Dum Dum Municipality, Ward no. 14, at Dag no. 337, Khatian no. 312, J.L. No. 6, R.S. No. 121, Touzi No. 172 under Additional District Sub-Registry Office at

Bidhannagar, Salt Lake under North Dum Dum Municipality, Ward No. 14, District North 24-Parganas and Butted and Bounded by :

ON THE NORTH : 8' WIDE ROAD.  
 ON THE SOUTH : DAG NO. 337.  
 ON THE EAST : SMT. CHAPALA SUNDARI SAHA.  
 ON THE WEST : MAHARAJ NANDA KUMAR ROAD.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
 PART – II  
 (Devolution of Title)**

**ADD DEVOLUTION OF TITLE**

**THE SECOND SCHEDULE ABOVE REFERRED TO  
 (The Said Flat)**

**ALL THAT** one self contained residential flat being **Flat no.** ..... on the.....**Floor,** .....  
**Facing** of the ..... **Storied building,** measuring ..... **Sq.ft. super built up area** more or less comprised of ..... Together With undivided proportionate share or interest of land in the building namely **JANANEE APARTMENT** constructed on the premises stated in the **First Schedule** hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Building TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building lying and situate at **ALL THAT the** piece and parcel of land admeasuring an area of 6(Six) cottahs 9(Nine) chittacks 21 sq.ft. be the same a little more or less together with structure measuring 300 sq.ft. be the same little more or less at Mouza-Gouripur, P.S. Airport, under North Dum Dum Municipality, Ward no. 14, at Dag no. 337, Khatian no. 312, J.L. No. 6, R.S. No. 121, Touzi No. 172 under Additional District Sub-Registry Office at Bidhannagar, Salt Lake under North Dum Dum Municipality, Ward No. 14, District North 24-Parganas and a Plan of the said flat is attached herewith delineated and bordered in color **RED** herein.

**Lift Facility**  
**Marble flooring**

**THE THIRD SCHEDULE ABOVE REFERRED TO  
 (Common areas, facilities or amenities)**

The Purchaser shall have unrestricted use of the following common areas: -

1. Stair Case and Landing.

2. Common passage and spaces (excluding constructed portion);
3. Water pump, overhead and under ground Reservoir and all other column plumbing installation;
4. Drainage and Sewerage;
5. Meter Box with room and Electric Service Line;
6. Roof;
7. Land;
8. Septic Tank;
9. Main Entrance;
10. Boundary Wall;
11. **Lift.**

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(Common Expenses)**

- 1) All expenses for maintenance, repairing, renovating, painting of common portions and areas of the building.
- 2) All expenses for running and operating all machinery equipments in the common portions including water pumps, water reservoir, rain water pipes, drain etc.
- 3) Electricity charges for affixing light at the entrances of the building, common passages, corridors, staircases and all other common places and/or areas in and around the building.
- 4) Charges of repairing and colour washing of the external parts of the building.
- 5) Taxes and all other levies, impositions for the premises as a whole.
- 6) All legal expenses incurred or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
- 7) Salaries, wages and remuneration and all other expenses of the persons employed or to be employed for the common purposes as the case may be .

**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 **OWNER/VENDORS** at Kolkata  
in the presence of  
Witnesses:

1.

2.

**SIGNED SEALED AND DELIVERED**



by the **OWNER/VENDORS** at Kolkata  
in the presence of  
Witnesses:

- 1.
  
- 2

**SIGNED SEALED AND DELIVERED**  
by the **OWNER/VENDORS** at Kolkata  
in the presence of  
Witnesses:

- 1.
  
- 2.

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

**MEMO OF CONSIDERATION**

<b>DATE</b>	<b>BANK</b>	<b>CHEQUE NO.</b>	<b>CHEQUE AMT. (in Rs)</b>

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

Witnesses :

- 1.
  
- 2.