

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this \_\_\_\_\_ day of \_\_\_\_\_  
2020 **B E T W E E N**

1. **SIRAJUDDIN HAZRA (PAN – ADZPH1237Q)** 2. **SOFIUDDIN HAZRA (PAN – AGYPH3439G)** 3. **MIJANUDDIN HAZRA (PAN – ALBPH4291A)** all sons of Sobari Ali Hazra, all by faith- Islam, by occupation- Business, by nationality- Indian, all are residing at Raigachi, P.O & P.S.- Rajarhat, Dist. North 24 Parganas, Kolkata- 700 135 4. **KAMRUDDIN HAZRA, (PAN- ADJPH3446D)** son of Kafiluddin Hazra, by nationality- Indian by religion - Islam, by occupation- Business, , residing at Raigachi, Post Office –Rajarhat, Police Station - Rajarhat, Dist. North 24 Parganas, Kolkata- 700 135 and 5. **MD. SAHAJAN ALI (PAN- AGAPA0207D)** son of Md. Jumman Ali, by nationality- Indian, by religion - Islam, by occupation- Business, residing at Gopalpur Jagar Danga, Post Office –R. Gopalpur, Police Station - Airport, District- North 24 Parganas, Kolkata- 700 136, 6. **HARUNAL RASID Alias HARUNAL - RASID HAZRA (PAN- AIZPR1656C)** son of Jinnat Ali Hazra, by nationality- Indian, by religion - Islam, by occupation- Advocate, residing at Raigachi Hazra Para, Post Office & Police Station - Rajarhat, District- North 24 Parganas, Kolkata- 700135, hereinafter called and referred to as the "**VENDORS**" ((which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The aforesaid Vendors are represented by their Constituted Attorneys (1) **SRI HARISH KUMAR ROHRA**, (2) **SRI ASHOK KUMAR ROHRA**, (3) **SRI YOGESH ROHRA**, all sons of Late Tirath Das Rohra, all by faith- Hindu, by occupation- Business, all are residing at P-73, Bangur Avenue, Block- 'C', Kolkata- 700 055, by virtue of power entrusted to them through a Development Power of Attorney, duly registered at A.D.S.R.Rajarhat, Newtown on 28<sup>th</sup> August 2018 and also recorded in Book No.I, C.D. Volume No.1504 - 2018 Being No. 9872 for the year 2018 and another Development Power of Attorney, duly registered at A.D.S.R.Rajarhat, Newtown on 4<sup>th</sup> December 2018 and also recorded in Book No.I, C.D. Volume No.1504 - 2018 Being No. 13957 for the year 2018.

**AND**

**TIRATH PROJECT** (PAN – AAGFT3037Q), a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Kora Chandigarh, Taldharia, P.O. Madhyamgram, P.S. Barasat, Dist. North 24 Parganas, represented by its partners (1) **SRI HARISH KUMAR ROHRA**, (2) **SRI ASHOK KUMAR ROHRA**, (3) **SRI YOGESH ROHRA**, all sons of Late Tirath Das Rohra, all by faith- Hindu, all by occupation- Business, all are residing at P – 73, Bangur Avenue, Block – C, P.O. Bangur Avenue, P.S Lake Town, Kolkata – 700055, hereinafter called and referred to as the "**PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context or meaning thereof be 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) of the **SECOND PART**.

**AND**

1. **MR.** \_\_\_\_\_, son \_\_\_\_\_, (PAN \_\_\_\_\_), 2. **MRS.** \_\_\_\_\_, wife \_\_\_\_\_, (PAN \_\_\_\_\_), both by faith- Hindu, both by occupation- Service, both by nationality- Indian, both are residing at \_\_\_\_\_ P.S. \_\_\_\_\_ P.O. \_\_\_\_\_, Kolkata : \_\_\_\_\_ hereinafter called and referred to as the "**PURCHASER/S**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

**WHEREAS** All the piece and parcel of Land measuring an area more or less 92.10 Decimal i.e. 55.82 Katha of land recorded in lying and situated at Mouza – Raigachi, J.L. No. 12, R.S & L.R Dağ No. 409, 410, 411, 425, 426, 427, 428, 429 & 430 under L.R Khatian No. 3301, 3302, 3303, 1372/1, 1372/1, 1707 and 2037/1, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet under P.S. Rajarhat, District : North 24 Parganas (said Property) and the said property jointly owned by the above said Owners ( Sirajuddin Hazra, Sofiuddin Hazra, Mijanuddin

Hazra, Kamruddin Hazra, Md. Sahajan Ali & Harunal Rasid) are recorded sole Owners and as legal heirs and absolutely seized and possessed with all transferable right, title and or interest in respect of the said Property. The Owners and the promoter have entered into a Development Agreement dated 27th August 2018, registered in the office of A.D.S.R. Rajarhat, Newtown and was recorded in Book No.1, Volume No.1504 - 2018, being No. 9814 for the year 2018 and was recorded in Book No.1, Volume No.1504 - 2018, being No. 13384 for the year 2018 and.

**AND WHEREAS** the Confirming Party being the Developer got sanction of a building plan from the **Rajarhat Bishnupur 1 No. Gram Panchayet**, vide Building Plan sanction No. \_\_\_\_\_ dated \_\_\_\_\_ for commercial exploitation of the property morefully and particularly described in the First schedule hereunder written by constructing several units of residential flats and commercial Space and car parking space thereupon.

**AND WHEREAS** in pursuance of the said agreement dated 10.05.2018 and the said Power of Attorney, the developer has been constructing a five storeyed building consisting of several flats & Car parking Space in accordance with the building plan sanctioned by the **Rajarhat Bishnupur 1 No. Gram Panchayet**.

**AND WHEREAS** The Purchasers have duly satisfied itself in all respect and prior to the execution of these presents the Developer has explained the scheme of the project to the purchaser and the purchaser have duly examined plan, layout, orientation and the scheme of the aforesaid Project and the purchasers have accordingly satisfied himself as to the quality of construction, materials used dimensions, size, floor plan amenities and facilities and all other aspects of the said flat, the block and / or the project. The Deeds and all other relevant documents where under the Vendors above named have acquired right, title & interest in the lands and the details of the aforesaid land to comprise of the Project **Tirath Sunshine** has been duly inspected by the purchasers and satisfied for the same.

**AND WHEREAS** in terms of the agreement dated \_\_\_\_\_ made between the Vendors as the owners and the confirming party as the Developer and the Purchaser herein, the Vendors and the Developer have agreed to sell and transfer unto the Purchaser herein **ALL THAT** a self contained residential flat, identified by **Flat No.** ' \_\_\_\_\_ ', in **Block-** \_\_\_\_\_, measuring more or less \_\_\_\_\_ **Sq.ft.** super built up area, (including 25% Super built-up area), located at \_\_\_\_\_ **FLOOR** of the premises namely "**TIRATH SUNSHINE**" **TOGETHERWITH** undivided impartible proportionate share of land, lying and situated at Mouza – Raigachi, J.L. No. 12, R.S & L.R Dag No. 409, 410, 411, 425, 426, 427, 428, 429 & 430 under L.R Khatian No. 3301,3302, 3303, 1372/1,1372/1, 1707 and 2037/1, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet under P.S. Rajarhat, District . North 24 Parganas shown in the annexed site plan by **RED** bordered boundary line **TOGETHERWITH** right to common use of common areas and facilities attached to the said building, morefully and particularly described in the **THIRD SCHEDULE** hereinbelow, subject to make payment of proportionate expenses for maintenance of common areas and facilities, morefully and particularly described in the **FOURTH SCHEDULE** hereinbelow for a total consideration of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only** and the Purchaser herein have agreed to purchase the same at the above price under following terms and conditions.

**:- NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

In pursuance of the said agreement and at the total consideration of sum of **Rs.** \_\_\_\_\_ - (**Rupees** \_\_\_\_\_) **only** paid by the Purchasers to confirming party / Developer in manner stated in the memo of consideration appended below. (the receipt whereof the Developer do hereby receipt hereunder written admit and acknowledge and from the same and every part thereof) the Vendors and the Developer doth hereby acquit, release and forever discharge the said proportionate undivided share of interest in the said land and also the flat, identified by **Flat No.** ' \_\_\_\_\_ ', in **Block-** \_\_\_\_\_ measuring more or less \_\_\_\_\_ **Sq.ft.** area (including 25 % Super

built up area), located at \_\_\_\_\_ FLOOR of the premises namely "TIRATH SPRING" to the Purchaser. They the Vendors and the Developer do and each of them doth hereby sale, grant, transfer, convey, assign, and assure unto the Purchaser **ALL THAT** proportionate undivided share of interest of **ALL THAT** piece and parcel of land containing area of measuring more or less *92.10 Decimals* be the same a little more or less as well as the said flat, identified by Flat No. '\_\_\_', in Block - \_\_\_\_\_, measuring more or less \_\_\_\_\_ Sq.ft. super built up area ( including 25% Super built up area), located at \_\_\_\_\_ FLOOR of the premises namely "Devi Abasan ", and morefully particularly described in the **SECOND SCHEDULE** hereunder written and delineated in the map or plan hereto annexed and thereon bordered in **RED** (hereinafter referred to as the said proportionate undivided share in the said land and the said flat) OR **HOWSOEVER OTHERWISE** the said proportionate undivided share in the said land and said flat now are or is or at any time to times heretofore were or was situated, butted and bounded, called, known, numbered, described and distinguished **TOGETHERWITH** all boundary walls, areas, sewers, drains, paths, passages, water, water-sources and all manner of ancient and other lights, liberties, rights, easements, privileges, advantages, emolument, appendages and appurtenances, whatsoever standing and being into or upon or belonging thereon or any part thereof with which the same now are/or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed taken or known as part parcel or member thereof or appurtenant thereto **AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS** issues and profits thereof and every part thereof and all the estate, right, title, interest, claim use inheritance trust possession property or demand whatsoever of the Vendors and the Developer doth at law or in equity into and upon the said undivided proportionate share in the said land and the said flat **TOGETHERWITH** their and every of their respective rights liberties and appurtenances whatsoever unto the Purchaser free from all encumbrances trust and lispensens attachments, whatsoever **AND TOGETHERWITH** easements or quasi easement and other stipulations and provision in connection with the beneficial use and enjoyment of the said proportionate undivided share in the said land and the said flat **TO HAVE**

AND TO HOLD the said proportionate undivided share in the said land the said flat and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured and every part hereof absolutely and forever.

**THE VENDORS AND THE DEVELOPER DO AND EACH OF THEM DO TH**  
**HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS**

(a) That notwithstanding any act deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendors and the Developer to the contrary the Vendors and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

(b) That the Vendors and the Developer have good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided share in the said land and the said flat and every part thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.

(c) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said flat and receive the rents issues and profits thereof without any lawful eviction, interruption hindrance, disturbance, claim or demand, whatsoever from or by the Vendors and the Developer or any person or persons having or lawfully or the Developer or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said proportionate undivided share in the said land, and the said flat from under through or in trust for the Vendors and the Developer and free clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors and the Developer well and sufficiently saved defended kept harmless and indemnified or from the against all charge

lispendens and encumbrances, whatsoever made done executed or knowingly suffered by the Vendors and the Developer.

(d) That the Vendors and the Developer all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said proportionate share in the said flat from through under or in trust for the Vendors and the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

**THE PURCHASERS DO TH HEREBY COVENANT WITH THE  
VENDORS AND THE DEVELOPER AS FOLLOWS :**

(a) That the Purchasers shall maintain at their own cost the units hereby sold and conveyed in good condition.

(b) The Purchasers shall keep the walls of the said flat and partition walls, sewers, drains, pipe and other fittings and fixture appurtenances thereto belonging in good tenable repair and conditions in particularly so as to support, shelter and project and parapets and other portion of the building besides the said unit.

(c) That the Purchasers shall not use the said flat for any purpose other than for residential purpose and shall not store or allow to be stored any inflammable goods other than domestic use.

(d) That the Purchasers shall not any time demolish or cause to be demolished, damage or cause to be damaged the unit or any part thereof which will weaken the main structure of the building or do any such thing without approval of Vendors Architect and Engineers.



- (e) Upon the formation and registration of the said Society/Association the respective obligations and convenience of the Vendors, the Purchasers and all other person and persons owning other units in the said building herein contained shall cease and shall vest in the Society/Association.
- (f) The Purchasers, their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, staircase of the said property not store therein any rubbish or other materials.
- (g) From the date of delivery of possession of the said premises and/or unit, the Purchasers shall pay the proportionate cost of yearly maintenance charges for service and maintenance of common parts, common easements, etc. as mentioned in the Fourth Schedule hereto.
- (h) So long as the said premises shall not be separately assessed for Municipal Taxes, the Purchasers shall pay the proportionate share of the Municipal Taxes, rates (both owner and occupier) Surcharge if any assessed on the said property and the building thereon applicable from the date of execution of Deed of Conveyance.
- (i) The Purchasers shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.
- (j) That the Purchasers shall have to pay the Yearly maintenance charges of the lift whether they uses the lift or not.
- (k) That the Purchasers shall have absolute right to sell, mortgage, gift, lease or any kind of transfer the said flat hereby sold, conveyed, granted, transferred including the super built-up area.
- (l) That the Purchasers shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the said building.

(m) That the Purchasers shall have the common right of use and enjoyment of the roof of the top floor of the building and the Purchaser, their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the roof for any purpose.

(n) That the Purchasers hereby undertakes that he will perform, fulfil and abide by all the terms and conditions, covenants, obligations as mentioned in FOURTH and FIFTH Schedule hereinafter written and this sale is subject to the aforesaid terms, conditions and covenants, obligations and rules.

(o) The right of the Purchasers shall remain restricted to the said flat and the properties appurtenant thereto and shall not have any right whatsoever or howsoever into or upon the other parts of the building.

(p) The Vendors and the Developer will support any application made by the Purchasers for mutation of the name of the Purchasers on the said flat hereby sold and will at the cost of the person requiring the same to do all that may be required to do for obtaining mutation in favour of the Purchasers.

**FIRST SCHEDULE ABOVE REFERRED TO:**

(Total area of land to be developed)

**ALL THAT** a piece and parcel of a plot of land measuring more or less **92.10 Decimals** of land i.e, **55.82 Cottah** of land recorded in R.S & L.R Dag No. 409, 410, 411, 425, 426, 427, 428, 429 & 430 under L.R Khatian No. 3301,3302, 3303, 1372/1,1372/1, 1707 and 2037/1, lying and situated at Mouza – Raigachi, J.L. No. 12, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet under P.S. Rajarhat, District . North 24 Parganas, Butted & Bounded by :

**On the North** : Others property.

**On the South** : 30 ft wide P.W.D Road.

**On the East** : others property

**On the West** : 30 ft wide Panchayet Road.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the flat hereby sold)

**ALL THAT** right, title and interest in respect of a self-contained residential flat, identified by **Flat No.** '\_\_\_\_', in **Block** - \_\_\_\_\_, measuring more or less \_\_\_\_\_ Sq.ft. Super built up area (including 25% Super built up area), located at \_\_\_\_\_ **FLOOR** of the premises, consisting of 2 Bed rooms, 1 Dining-cum-Living, 1 Kitchen, 2 Toilets, 1 Veranda of the premises namely "**TIRATH SPRING**" **TOGETHERWITH** undivided impartible proportionate share of interest in the land comprised in the said property, within the jurisdiction of Rajarhat Bishnupur 1 No. Gram Panchayet under P.S. Rajarhat, District North 24 Parganas, **TOGETHERWITH** common areas, facilities, amenities of the demised premises, shown in the annexed site plan by **RED** bordered boundary line, morefully and particularly described in the **FIRST SCHEDULE** hereinabove is hereby sold. The property hereby sold is butted and bounded as under:

**ON THE NORTH :****ON THE SOUTH :****ON THE EAST :****ON THE WEST :****THIRD SCHEDULE ABOVE REFERRED TO****(common use of common areas and facilities)****Part-1.****(Block common portion)**

- (a) Lobbies and stair case.
- (b) Stair Head Room, Lift, Machine Room, Lift well.
- (c) The ultimate roof of the building areas as marked in the plan annexed hereto.
- (d) Overhead water reservoirs.
- (e) Water pipe (save those inside any apartment).
- (f) Wiring and accessories for lighting of common areas in the block.

- (g) Lift and lift machinery.

**Part-2**

- (1) The Community Hall.
- (2) Open pathways.
- (3) Boundary walls.
- (4) All gates to the premises.
- (5) Drains sewers, septic tank/s and their connection with the KMC.
- (6) Electric transformer/s.
- (7) Electric cables.
- (8) Underground water reservoir.
- (9) All external lighting.
- (10) Diesel Generating set/s.
- (11) Pumps and motors.
- (12) Security room.
- (13) All other reasonable and lawful rights and facilities attached with the said building or the flat and or the premises.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Cost of maintenance of common service or facilities)**

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters fresh and rain water pipe drains, sewerage and water storage tanks and electric wires, motors generators and other applications and passages in or under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of flats and main entrance passage landing staircase of the building enjoyed by the purchasers or used by them in common as aforesaid and boundary walls of the building, compound, terraces etc.
2. Cost of cleaning and lighting the passage, landing, staircase life and other parts of the building as enjoyed or used by the purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.

4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, Save those separately assessed for flat.
6. Premium of insurance of the building.
7. Costs and charges of establishment for maintenance of the building and the said salaries of all persons employed for the same purpose.
8. Yearly lift maintenance charge.
9. The office expenses incurred for maintaining the office for common purpose.
10. All other expenses and outgoing as are deemed by the Developer to the necessary incidental for and regulating interest and/or the rights of the purchasers and occupiers including the Developer and the owners or co-shares.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Easements)**

The purchaser and other Co - Owners shall be entitled to all right privileges, vertical and lateral supports, easements, quassi-easements, appendages and/or appurtenances whatsoever belonging to and/ or in unwise appertaining to their respective flats/apartment or the roof or the building or therewith usually held, used occupies or enjoyed or reputed to be known as part hereafter morefully specified.

1. The right to access in common with the co-owners of the building at all times and for all normal domestic purpose connected with the use and enjoyment of the said flat/apartment and other flats/apartments in the said building.
2. The right of way in common as aforesaid and at all times and for all purposes connected with the reasonable use and enjoyment of the respective flats of the Co-owners comprised within the said building and the said land.

3. The right of paths and passages in all the common portions for gas, electricity, water from and to the respective flats of the Co-owners and the roof of the building through pipes, drains wires and conduits lying or being in under through or over the said building and the said land as they may be reasonably necessary for the beneficial occupation of the areas of the co-owners for all purpose whatsoever.
4. The right passage of utilities including connection for telephone, television pipes, cables, conduits etc. through each and every part of the building including the said unit.
5. Right to support shelter and protection of each portion of the building by other and /or other thereof as far as they protect the same.
6. The absolute unfiltered and unencumbered right over the common portions subject to the terms and conditions herein contained.
7. Such right, supports, easements and appurtenances as usually held, uses occupied or enjoyed as part or parcel of the said unit.
8. Right to install television antenna on the stair cover of the roof of the building without in any manner disturbing any co - owners entitled exclusively to the same.
9. The right with or without workmen are necessary supply of materials of the purchasers to enter from time to time upon the other parts of the building including the other units for the purposes of repairing so far as may be necessary such pipes, drains, wires and conduits and for the purpose of rebuilding repairing or cleaning any part or portions of the said building in so far as such repairing or cleaning as aforesaid can not be reasonably carried out without such entries.
10. The right to use stair case and lift in common with co -owners of the building.

IN WITNESSES WHEREOF, the Parties have hereunto set their respective signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF :

1.

As Constitutate Attorney for and on behalf  
of Sirajudin Hazra, Mirajuddin Hazra,  
Soffiuddin Hazra, Kamruddin Hazra, Md.  
Sahajan Ali, Harunal Rashid .  
Signature of the Vendor.

2.

Signature of the Developer/ Confirming Party.

Signature of the Purchaser/s.

**RECEIVED** Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) **only** from the within named Purchaser/s being full and final consideration as per following memo:-

**MEMO OF CONSIDERATION**

<b>Cheque/Draft</b>	<b>Date.</b>	<b>Bank</b>	<b>Amount</b>
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Signature of the Developer/ Confirming party.

**DRAFTED AND PREPARED BY :**