

**DEED OF CONVEYANCE**

**THIS INDENTURE** made this the \_\_\_\_ day of \_\_\_\_\_, 2020 (Two thousand and Twenty) A.D

**B E T W E E N**

[1] **SMT BINDU GUPTA, (PAN No. ....)**, wife of Sri Mukesh Kumar Gupta, by Nationality-Indian, by faith-Hindu, by occupation-Housewife, residing at Bhagwanpur, Ward No. 16, P.O. Kharagpur, P.S. Kharagpur, District- Paschim Medinipur ; [2] **ZARQUA ZIA, (PAN No. ....)**, Wife of Md. Kamal Ahmad by faith Islam, by Nationality-Indian, by faith-Islam, by occupation- Housewife, residing at Debalpur, Holding 423/1, Ward No. 5, P.O. Kharagpur, P.S. Kharagpur, District- Paschim Medinipore; [3] **SMT MAMONI PANDIT, (PAN No. ....)**, Wife of Sri Samrat Pandit, by Nationality-Indian, by faith-Hindu, by occupation-Housewife, residing at Sanjoal (Natun Para), P.O. Kharagpur, P.S. Kharagpur, District- Paschim Medinipur,

RAMKRISHNA ENTERPRISE  
Tanir T Shattachejee  
Proprietor

Contd.....

[4] **JULEKHA PARBHIN**, (PAN No. ....), Wife of Abdul Bari, by Nationality-Indian, by faith-Islam, by occupation-Housewife, residing at Bhawanipur, Ward No. 6, P.O. Kharagpur, P.S. Kharagpur, District-Paschim Medinipur, represented by their constituted attorney - M/S **RAMAKRISHNA ENTERPRISE**, a sole proprietorship firm, having its office at 23/14 Naktala Road, Police Station- Patuli now Netaji Nagar, P.O.- Naktala , Kolkata-700047, represented by its sole proprietor Tarit Bhattacharjee (PAN-AEWPB2715B), son of Late Tarapada Bhattacharjee , by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 23/14 Naktala Road, Police Station- Patuli now Netaji Nagar, P.O.- Naktala, Kolkata-700047, said Development Agreement and Development Power of Attorney registered in the office of registered in the office of A.D.S.R, Kharagpur, Paschim Medinipore, being Deed No.6409 and Deed No. 6525 for the year 2016 hereinafter shall be called and referred to as the **“OWNERS/ VENDORS”** (which term or expression unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

**AND**

[1] \_\_\_\_\_ (PAN - \_\_\_\_\_) son/daughter/wife of \_\_\_\_\_, by faith- \_\_\_\_\_, by nationality – Indian, by

occupation- /Business/Service/Retired/Housewife, presently residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, Kolkata- \_\_\_\_\_ and [2] \_\_\_\_\_ (**PAN** - \_\_\_\_\_) [son/daughter/wife of \_\_\_\_\_, by occupation- /Business/Service/Retired/Housewife, by faith- \_\_\_\_\_, by nationality - Indian, presently residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, Kolkata- \_\_\_\_\_, hereinafter shall be called and referred to as the '**PURCHASERS**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators, legal representatives, nominee/s) as the party of the **SECOND PART**.

**AND**

**M/S RAMAKRISHNA ENTERPRISE**, a sole proprietorship firm, having its office at 23/14 Naktala Road, Police Station- Patuli now Netaji Nagar, P.O.- Naktala , Kolkata-700047, represented by its sole proprietor Tarit Bhattacharjee (PAN-AEWPB2715B), son of Late Tarapada Bhattacharjee, by Nationality-Indian, by faith-Hindu, by occupation-Business, residing at 23/14 Naktala Road, Police Station- Patuli now Netaji Nagar, P.O.- Naktala , Kolkata-700047, hereinafter shall be called and referred to as the '**DEVELOPER / BUILDER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include all the partners, executors, successors/ successors-in-office, administrators, legal representatives, nominees, and/or assigns) as the party of the **THIRD PART**.

**WHEREAS** the owner herein are became the joint Owners of all that piece and parcel od land measuring 24 decimals situate and lying at Mouza-

Jharia, J.L. No. 208, P.S. Kharagpur under R.S. Khatian No. 77, L.R. Khatian No. 142, New L.R. Khatian Nos. 366( Smt. Mamoni Pandit), 347 ( Julekha Parbhin), 368 (Zarquua Zia) and 369 (Smt. Bindu Gupta) Dag R.S. & L.R. No. 296, District- Paschim Medinipore morefully described in the Frist Schedule below and hereinafter referred to as the said Property by virtue of a registered Deed of Sale dated 20<sup>th</sup> dat of May, 2013 registered in the office of A.D.S.R, Kharagpur, Paschim Medinipore and recorded in Book No. 1, CD Volume No.7, Pages from 32/2 to 32292, being No. 3225 for the year 2013, ( hereinafter referred to us the said Property).

**AND WHEREAS** the Owners herein duly mutated their names in the office of B.L & L.R.O. Khargpur-1, Paschim Medinipore and their names have been duly recorded in R.S. Khatian No. 77, L.R. Khatian No. 142, New L.R. Khatian 366 (Smt. Mamoni Pandit), 347 ( Julekha Parbhin), 368 (Zarquua Zia) and 369 (Smt. Bindu Gupta) respectively having 6 decimals of land each in R.S. and C.S. Dag No. 296.

The Land Owners 1) Smt. Bindu Gupta 2) Zarquua Zia, 3) Smt. Mamoni Pandit and 4) Julekha Parbhin and Shall also mean and include their respective heirs, executors, legal representative and assigns

For the purposes of Developing the aforesaid property or properties one **Development Power of Attorney being Deed No.6409 for the year 2016** which was executed on 24/08/2016 at the office of Additional District Sub registrar Khargpur, Dist- Paschim Medinipur.

**AND ALSO, WHEREAS** after partition of India a large number of residents of former East Pakistan, now known as Bangladesh, crossed over and came to the territory of the State of West Bengal from time to

time due to force of circumstances beyond their control.

**AND WHEREAS** the Government of West Bengal (hereinafter referred to as the Government) offered all reasonable facilities to such persons (hereinafter referred to as the "Refugees") for residence of West Bengal.

**AND WHEREAS** a considerable number of such people were compelled by circumstances to use vacant land in the urban areas for homestead purpose.

**AND WHEREAS** said Sri Tarit Bhattacharjee y is a builder cum developer of real estate properties carrying on his proprietorship business in the name and style as - M/S **RAMAKRISHNA ENTERPRISE**, a sole proprietorship firm, having its office at 23/14 Naktala Road, Police Station- Patuli now Netaji Nagar, P.O.- Naktala , Kolkata-700047, represented by its sole proprietor Tarit Bhattacharjee (PAN-AEWPB2715B), son of Late Tarapada Bhattacharjee , by Nationality- Indian, by faith-Hindu, by occupation-Business, residing at 23/14 Naktala Road, Police Station- Patuli now Netaji Nagar, P.O.- Naktala , Kolkata-700047, being approached by the other co-owners for developing the aforesaid property agreed to develop the aforesaid property for better residential comforts and also for mutual benefits and entered into an Agreement for Development on 24/08/2016 with the other co-owners namely Mamoni Pandit, Julekha Parbhin, Zarqua Zia and Bindu Gupta, who are collectively having undivided equal share of the aforesaid property. The said Agreement for Development on 24/08/2016 having some agreed terms, conditions and stipulations including their respective allocations was duly a registered Deed of Sale dated 20<sup>th</sup> date of May, 2013 registered in the office of A.D.S.R, Kharagpur, Paschim Medinipore

and recorded in Book No. 1, CD Volume No.7, Pages from 3272 to 3291, being No. 3225 for the year 2013, hereinafter referred to as the said Property for the year 2013. Simultaneously, Mamoni Pandit, Julekha Parbhin, Zarqua Zia and Bindu Gupta also signed, executed and registered a Development Power of Attorney on the 26<sup>th</sup> of August, 2016 appointing, nominating and constituting Sri Tarit Bhattacharjee proprietor of **M/s. RAMAKRISHNA ENTERPRISE**, having its office at 23/14 Naktala Road, Police Station- Patuli now Netaji Nagar, P.O.- Naktala , Kolkata-700047 to effectively do or cause to be done all acts, deed, things and matters necessary for the development of the aforesaid property. The said Development Power of Attorney dated 26.08.2016 was duly registered on the 31<sup>st</sup> day of August, 2016 at the office of Additional District Sub registrar Kharagpur, Dist- Paschim Medinipur.

**AND WHEREAS** the developer thereafter at his own cost and responsibility prepared, submitted and obtained a proposed building plan sanctioned from the Kolkata Municipal Corporation for a ground plus four storied building and is under construction, the work of construction of multi storied building as per the sanctioned plan and or proposed ground plus five storied building to be sanctioned or revised sanctioned plan from the competent authority shall be carried out at his own and responsibility of the Developer herein.

**AND WHEREAS** after the registration of the Agreement for Development on 24.08.2016 at the office of the Additional District Sub registrar Kharagpur, Dist- Paschim Medinipur. Being No. 6409 for the year 2016 and Development Power of Attorney dated 26.08.2016 registered on the 31<sup>st</sup> of August, 2016 at the office of the Additional District Sub registrar Kharagpur, Dist- Paschim Medinipur. in Book No. 6525/2016 and for the year 2016 followed by obtainment of the proposed

building plan sanctioned by the Kolkata Municipal Corporation authorities vide **Building memo No. 1199/P dated 26/06/2019** for carrying out the work of construction of a multi storied building as per the sanctioned plan.

**AND WHEREAS** the Purchasers had already examined the title of the Owner/Vendor herein, building plan, specification and drawings for the construction of the building and the said Agreement for Development on 06.12.2016 and the Supplementary Agreement for Development with Development Power of Attorney dated 16.01.2020 made between the Vendors and the Developer and had thoroughly satisfied themselves about the same and by an agreement dated \_\_\_\_\_, the Purchasers herein agreed to acquire one self-contained flat on the \_\_\_\_\_ side of \_\_\_\_\_ Floor earmarked as Flat- \_\_\_\_\_ measuring more or less \_\_\_\_\_ (\_\_\_\_\_) sq. ft of super built up area containing \_\_ (\_\_\_\_) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed \_\_\_\_\_ storied building to be built on the SCHEDULE – ‘A’ property of the Vendors or the party of the First Part herein, for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only payable by the Purchasers herein to the Developer herein for purchasing the aforesaid flat from the Developer, which the Purchasers herein had already paid to the Developer herein, which the Developer this day duly acknowledges the receipt hereof.

**NOW THIS INDENTURE WITNESSETH THAT** in pursuance of the said Agreement dated \_\_\_\_\_ made between the Vendors, Developer and the Purchasers herein and in consideration of the said total sum of Rs.

\_\_\_\_\_/- (Rupees \_\_\_\_\_) only paid by the Purchasers to the Developer herein at or before the execution of these presents (the receipt of which sum the Developer herein doth hereby admits and acknowledge and of and from the same and every part thereof acquit release and forever discharge the Purchasers as well as the said one self-contained flat on the \_\_\_\_\_ side of \_\_\_\_\_ Floor earmarked as Flat- \_\_\_\_\_ measuring more or less \_\_\_\_\_ (\_\_\_\_\_) sq. ft of super built up area containing \_\_ (\_\_\_\_\_) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed \_\_\_\_\_ storied building to be built on the SCHEDULE – ‘A’ property of the Vendors or the party of the First Part herein hereby intended to be sold, granted and conveyed, the Vendor doth hereby sell, convey, transfer, assign and assure unto the Purchasers, said flat, together with undivided proportionate share of common areas fully described in the **SCHEDULE-‘B’** hereunder hereinafter referred to as the said Flat TOGETHERWITH right and interest and benefits in respect of all common parts/areas/portions, common amenities and common convenience relating thereto particularly described in the **SCHEDULE-‘C’** hereto for the beneficial use and enjoyment of the said flat AND TO HAVE AND TO HOLD the said Flat unto the Purchasers absolutely free from all encumbrances, trust, lien, attachments, lispendenses, whatsoever.

1. The Vendors doth hereby covenant with the Purchasers as follows:
  - (a) The interest which the Vendor/Developer doth hereby profess to transfer, subsists and that they have good right, full power, absolute authority and indefeasible title to grant, convey, transfer, sell, assign and assure the said Flat granted,



conveyed, sold, transferred, assured and assigned unto the Purchasers in the manner aforesaid.

- (b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into, hold, possess and enjoy the said Flat, together with right and interest in common areas described in Schedule- 'C' and to receive the rents, issues and profits thereof without any interruption, hindrance, claim or demand or disturbances whatsoever from or by the Vendors or any persons or person claiming through under or in trust for them.
- (c) The said Flat is freed and discharged from and against all manner of encumbrances whatsoever.
- (d) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for better or more perfectly assuring the said Flat, unto the Purchasers in the manner aforesaid as shall or may be reasonably required.
- (e) The Vendor have not concealed or suppressed any material defects in the title.
- (f) The Purchasers shall be entitled to sell, transfer, mortgage and to dispose of the said Flat, in any manner without any interference from the Vendors or other occupants of the building.
- (g) The Purchasers shall become a member of the association of the flat owners and shall pay proportionate maintenance charges to such association regularly.

- (h) The Purchasers shall sign and execute all papers, documents and applications for the purpose of formation of the syndicate or association or society of flat/space owners as may be necessary.
- (i) The Purchasers shall be bound by terms as embodied in the agreement dated \_\_\_\_\_.
- (j) The Purchasers shall pay all fees, charges, fines and penalty (if any) imposed by the KMC for any internal changes (if made) in the aforesaid flat and shall mutate their names in the records of the Kolkata Municipal Corporation [South Suburban Unit] and shall pay assessed taxes regularly, until separate assessment is made shall pay proportionate Municipal taxes to the Developer/ Flat Owners Association.
- (k) The Purchasers shall bring separate electric meter in their name/s for their needs at their own cost (if required).
- (l) The Purchasers shall have to separately pay the service tax/GST /additional GST applicable as per government norms extra apart from the total consideration amount of the Flat.

The **SCHEDULE – ‘A’** referred to as

The “**PROPERTY**”

**ALL THAT** piece and parcel of homestead land measuring measuring 24 decimals situate and lying at Mouza – Jharia, J.L. No. 208, P.S. Kharagpur under R.S. Khatian Nos. 77, L.R. Khatian No. 142, New L.R. Khatian Nos. 366 (Smt. Mamoni Pandit), 347 ( Julekha Parbhin), 368 (Zarquua Zia) and 369 (Smt. Bindu Gupta) Dag R.S. & L.R. No. 296, District- Paschim Medinipore morefully described in the Frist Schedule below and hereinafter referred to as the said Property by virtue of a registered Deed of Sale dated 20<sup>th</sup> day of May, 2013 registered in the office of A.D.S.R, Kharagpur, Paschim Medinipore and recorded in Book No. 1, CD Volume No.7, Pages from 3272 to 3291, being No. 3225 for the year 2013, ( hereinafter referred to us the said Property).

And WHEREAS the Owners herein duly mutated their names in the office of B.L & L.R.O. Khargpur-1, Paschim Medinipore and their names have been duly recorded in R.S. Khatian No. 77, L.R. Khatian No. 142, New L.R. Khatian 366 (Smt. Mamoni Pandit), 347 ( Julekha Parbhin), 368 (Zarquua Zia) and 369 (Smt. Bindu Gupta) respectively having 6 decimals of land each in R.S. and C.S. Dag No. 296, together with all right of easement belonging and appurtenant thereto which is butted and bounded in the manner following :

On the **North** : Siba Prasad Senapati ( Plot No-296);

On the **South** : Ruisonda Mouza & Drain;

On the **East** : Abdul Bari ;

On the **West** : Vendor’s Land ( Plot No. -296.

The **SCHEDULE – ‘B’** referred to as  
the “**FLAT**”

**ALL THAT** one self-contained flat on the \_\_\_\_\_ side of \_\_\_\_\_ Floor earmarked as Flat- \_\_\_\_\_ measuring more or less \_\_\_\_\_ (\_\_\_\_\_) sq. ft of super built up area containing \_\_ (\_\_\_\_) Bedrooms, 1(One) Toilet, 1(One) W.C, 1(One) Kitchen, 1(One) Verandah and Living cum Dining space together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed \_\_\_\_\_ storied building to be built on the SCHEDULE – ‘A’ property.

The **SCHEDULE – ‘C’** referred to as  
the “**COMMON AREAS & FACILITIES**”.

The common areas and facilities mentioned in this agreement shall include:

1. The foundation columns beam support corridors, lobbies stairs stairways landings entrances exits and pathways.
2. Drains and seers from the premises to the municipal Duct.
3. Water sewerage and drainage connection pipes from the units to drains and sewers common to the property.
4. Boundary walls of the premises including outer side of the walls of the building and main gates.
5. Water pump and motor with installation.

6. Water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
7. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding these as are installed for any particular unit) and spaces required therefore.
8. Windows/ door/grills and other fittings of the common area of the property.
9. Generator if any, its installations and its allied accessories and room.
10. Such other common parts areas equipment's installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units as are necessary.
11. There will be a lift for common use in the building (as per developer's choice)
12. A part of the terrace/ ultimate roof will be covered by colour on sheet for common use and beautification as per developer choice.

The **SCHEDULE – 'D'** referred to as

the **"PROPORTIONATE EXPENSES"**

Costs, expenses and outgoings and obligations for which all the flat owners are to contribute proportionately:

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of

electricity, to all common areas mentioned in the Schedule – ‘C’ hereto including lift.

The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Schedule – ‘C’ above written.

The cost of cleaning and lighting the entrance of the building, passages and open spaces around the building, lobby, corridors, stair case, roof, lift, tanks and other common areas.

Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers, liftman or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED,**

At Kolkata, in the presence of Witnesses:

1. **VENDORS / FIRST PART**

2. **PURCHASERS / SECOND PART**

3. **DEVELOPER / THIRD PART**

Prepared by me in my office.

**ADVOCATE,**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being the full consideration money paid under these presents as per memo below.

**MEMO OF CONSIDERATION**

1. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-
2. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-
3. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-
4. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on  
\_\_\_\_\_ Bank, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-

**Rs. \_\_\_\_\_ .00**

**[RUPEES \_\_\_\_\_ ONLY]**

**WITNESSES:**

1.

2.

**RAMKRISHNA ENTERPRISE**  
*Tarun T Shattalcheyee*  
**Proprietor**

\_\_\_\_\_  
**DEVELOPER / THIRD PART**