

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this                      day of                      20\_\_\_\_\_ (Two Thousand\_\_\_\_\_ )

**By and Between**

**Mrs. Shefali Roy alias Mrs. Shefali Rani Dafadar** (PAN: CGFPR0881P) wife of Mr. Khagen Roy alias Khagendra Nath Dafadar, Nationality Indian, by faith Hindu, by occupation Business, residing at Sripur Bagherghole, Banipara, P.O. Boral, P.S. Sonarpur now Narendrapur, District- South 24 Parganas, Kolkata - 700154 hereinafter referred to as the "**LAND OWNER**" do hereby send greetings represented by their constituted attorney - **M/S. Deb Nirman** a sole proprietorship firm, having registered address at 58, Sukanta Pally & Sri Krishna Pally, Ward No.32, Boral, Kolkata-700154, represent by its Proprietor, **Mrs. Molly Deb**(PAN: **BYMPD5470L**) daughter of Swapan Dutta and wife of Vidyasagar Deb age about 43 Years, residing at Sukanta Pally, Boral, Sub. Dist. Boral, District- South 24 Parganas, West Bengal - 700154, hereinafter referred to as the "**DEVELOPER AND PROMOTER**", said Development Agreement was executed and registered on 24.04.2019 in the office of A.D.S.R Garia and recorded in Book No.1, C.D. Volume No.-1629-2019 Pages from 58144 to 58178 Being No. 162901720 of 2019 and Development Power of Attorney on - Book No-1, volume No- 1629-2019, pages 58124 to 58143. Being No- 162901726 for the year of 2019 hereinafter shall be called and referred to as the "**VENDOR/DEVELOPER**" (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **FIRST PART**.

**DEB NIRMAN**

Molly Deb  
Proprietor

**AND**

**SRI** ....., (**PAN** .....) son of Sri ....., aged about ..... Years, by faith: Hindu, by Nationality: Indian, by occupation: ....., residing at- ....., Kolkata-....., hereinafter called the **PURCHASER/ALLOTTEE** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **SECOND PART**.

**AND**

**M/S. Deb Nirman** a sole proprietorship firm, having registered address at 58, Sukanta Pally & Sri Krishna Pally, Ward No.32, Boral, Kolkata-700154, represent by its Proprietor, **Mrs. Molly Deb(PAN: BYMPD5470L)** daughter of Swapan Dutta and wife of Vidyasagar Deb age about 43 Years, residing at Sukanta Pally, Boral, Sub. Dist. Boral, District- South 24 Parganas, West Bengal – 700154, hereinafter referred to as the “**DEVELOPER AND PROMOTER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS:**

A. Ashraf Ali Khan son of Late Gomani Khan of Sripur Bagherghole, P.S. Sonarpur then District: 24 Parganas purchased on 10/07/1959 for his own interest and from his own money a Plot of land measuring 14 (Fourteen) Decimal more or less, lying and situates at Mouza- Sripur Bagherghole, J.L No. 59, being land areas under Dag No. 1918, R.S. Khatian No. 755, measuring 03 Decimal more or less and also land areas under Dag No.1919, R.S Khatian No. 756 measuring 11 Decimal more or less i.e. total areas of land 14 (Fourteen) Decimal more or less from then Owner Eyachin Mondal under the pseudonym of Sukumar Basu at or for then rightful Consideration which was registered at the Sub-Registry Office at Baruipur, and duly recorded in Book No.1, Volume No. 94, Pages from 55 to 60, Being No. 7766, for the year 1959.

B. **AND WHEREAS** after purchasing the same said Ashraf Ali Khan had been enjoying and possessing the aforesaid land without any interference and disturbances from any corners but due to establish right and title of the said land firmly in favour of said Ashraf Ali Khan, said Sukumar Basu executed a Deed of No-Objection in favour of said Ashraf Ali Khan which was registered at the Sub-Registry Office at Baruipur, and duly recorded in Book No. 1, Volume No. 28, Pages from 92 to 94, Being No. 1022, for the year 1963. Thus, Ashraf Ali Khan

became the lawful absolute Owner with every right, title, interest and possession of this aforesaid land measuring 14 (Fourteen) Decimal more or less.

C. AND WHEREAS due to urgent need of money said Ashraf Ali Khan declared to sell the said 14 (Fourteen) Decimal of land more or less and one Mrs. Shefali Roy alias Mrs. Shefali Rani Dafadar Wife of Mr. Khagen Roy alias Khagendra Nath Dafadar, purchased the aforesaid land at or for a then rightful Consideration in the manner areas of land measuring 03 Decimal more or less under Dag No. 1918, R.S Khatian No. 755 and also measuring 11 Decimal more or less under Dag No. 1919, R.S Khatian No. 756 i.e. total areas of land 14 (Fourteen) Decimal more or Less lying and situates at Mouza- Sripur Bagherghole, J.L. No. 59, P.S. then Sonarpur now Narendrapur, District: South-24Parganas by virtue of Bengali Saff Vikroy Kobala, executed on 07/10/1974 registered at the office of Sub-Registered Sonarpur, South 24 Parganas and duly recorded in Book No.1, Volume No.64, Pages from 91 to 93, Being No.4143, for the year 1,974. Thus, said Shefali Roy alias Shefali Rani Dafadar became the lawful and absolute Owner of aforesaid landed property.

D. AND WHEREAS in the meanwhile said Shefali Roy alias Shefali Rani Dafadar sold a portion of land measuring 03 (Three) Decimal to or in favour of some purchasers and remained in lawful possession of land measuring 11 Decimal more or less and duly mutated her name the said land in the record of B.L & L.R.O and local Rajpur Sonarpur Municipality respectively which has been recorded as L.R Dag No. 1313, L.R khatian No. 1361, at Mouza- Sripur Bagherghole, J.L No. 59 and also recorded as Holding No. 119, Bani Para under Rajpur Sonarpur Municipality, Ward No. 32.

E. AND WHEREAS It is clearly Stated that allocated Flats and others here-in-after called as land owner's Allocation comprised of the Building on the below Schedule Land of the Land-Owner shall be handed over in complete Condition within 36 (Thirty-Six) months from the, date of Sanctioned Plan subject to clear marketable right, title, interest, Possession of the land of the Land Owner and that to be mutated in Rajpur Sonarpur Municipality and also to be recorded in B.L.R.O. in respect of the said land more fully mentioned hereunder Schedule-A and subject to fulfillment of all, it is decided by both the Land-Owner and the Developer that allocation of the **LAND OWNER** and the **DEVELOPER** shall be

27:73 ratio out of total built up area i.e. 27% (Twenty seven percent) of total buildup area shall be provided to the Land Owner/ Principal and 73% (seventy three Percent) of total built up area shall be provided to the Developer of the new building that shall be constructed on the Schedule-A Land at the coat and convenience of the Developer.

F. AND WHEREAS on the basis of the said agreement and the Power delegated to it the Developer herein has constructed ground plus three storied buildings in One block as per plan duly approved by the Rajpur- Sonarpur Municipality vide sanction No. 116/CB/32/42 dated 11.11.2020 at Holding-119, Banipara Road, Rajpur Sonarpur Municipality, Ward No.32, P.S. Sonarpur, Dist. South 24 Parganas, Kolkata-700154 and declared for sale of flats, car parking spaces or other spaces at the said Holding for consideration. Be it stated here that the buildings Constructed in Holding-119, Banipara Road, Rajpur Sonarpur Municipality, Ward No.32, P.S. Sonarpur, Dist. South 24 Parganas, Kolkata-700154 has been named as **“Puspargha Apartment”**

**AND WHEREAS** on the basis of such declaration the purchasers herein have jointly agreed to purchase one self contained flat no. “ ----- ” in **Block-“ ----- ”**, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintainace chargeable area ---- sq.ft.** situated at the ----- -- **side** of the ----- **floor** along with a **Car parking space No. -----**, measuring more or less **\_\_\_ Sq.ft.** on the **Ground floor** in **Block “-----”** of the said Ground plus three storied building, hereinafter referred to as the unit together with undivided proportionate share in the land underneath said particular block and subject to the terms hereinafter stated to use the common areas and facilities there at or for the total consideration of **Rs. -----/- (Rupees -----)Only** free from all encumbrance and accordingly the purchasers entered into an agreement for sale registered on -----, was duly registered at the office of the -----, South 24 Parganas, Being No. -----for the year ----- and paid the earnest money.

**AND WHEREAS** upon receipt of the entire consideration the Developer has delivered possession of the said unit to the purchasers as per terms of the said unit to the purchasers as per terms of the said agreement.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs. -----/- (Rupees -----) Only.** truly paid by the Purchasers herein to the Developer, the receipt whereof the Vendor and the Developer hereby admits and acknowledges as per memo of consideration hereunder written and from the payment of the same and every part thereof forever acquit, release, exonerate and discharge the Purchasers as well as the said flat and car parking space along with the proportionate undivided share and right, title and interest over the land underneath the said building with right to use the facilities in common with other owner/owners or occupiers thereto. The Vendor and the Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self contained Flat bearing No. . “ ----- ” in **Block-“ ----- ”**, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintanace chargeable area ---- sq.ft.** situated at the ----- **side** of the ----- **floor** along with a **Car parking space No. -----**, measuring more or less **\_\_\_\_\_ Sq.ft.** on the **Ground floor** in **Block “-----”** together with undivided proportionate share in land underneath the said Block lying and situate at **Municipal Premises/ Holding No. -119, Banipara Road, Rajpur Sonarpur Municipality, Ward No.32, P.S. Sonarpur, Dist. South 24 Parganas, Kolkata-700154**, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter referred to as the **“said flat & car parking space”** together with the proportionate indivisible share of the land underneath together with rights of easements thereto and other rights,

privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and possess all common areas, passage, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of costs and expenses of the Purchasers and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat Flat bearing No. . “ ----- ” in **Block-**“ ----- ”, having a carpet area area of ----- **Sq.ft. varanda Area ----- sq.ft. and maintainace chargeable area ---- sq.ft.** situated at the ----- **side** of the ----- **floor** along with a **Car parking space No. -----**, measuring more or less \_\_\_\_\_ **Sq.ft.** on the **Ground floor** in **Block “-----”** of the building having right to use, occupy, own, possess the said flat and car parking space in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchasers paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said flat and car parking space in the names of the Purchasers.

**THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS :-**

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Vendor and Developer have good and absolute right, title and authority to grant, convey, transfer'/assign and assure the said all that piece and parcel of flat and car parking space mentioned in the **SECOND SCHEDULE** , hereunder written along with common area with facilities as described in **THIRD SCHUDLE** written hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the Purchasers in the manner aforesaid and that the Vendor/Owner and the Developer have not done or suffered knowingly from anything whereby the said flat and car parking space may be encumbered affected or impeached in estate, title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court of revenue, authority.
3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and car parking space without any let or hindrance, interruption. claim, disturbances or demand from or by the Vendor/Owner / Developer or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.
4. All the taxes, land revenue and other impositions payable in respect of the said flat and car parking space up to the date of handing over the possession of

the same to the Purchasers, shall be paid by the Vendor/Owner and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the Vendor/Owner to pay and if paid by the Purchasers shall be recoverable from the date of delivery of possession unto the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat and car parking space, after taking possession of the said Flat and Car parking space.

5. The Purchasers, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and car parking space.

6. The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. in the proper place to be reserved for the said purpose.

7. The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless his name is separately assessed by the Rajpur-Sonarpur Municipality.

8. That the Purchasers shall not store any inflammable article, fireworks install any machineries, electrical motor and/or start any Hotel business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the Building.

9. That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.



10. The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners including proportionate share of the assessed amount by the Rajpur - Sonarpur Municipality on the completed Ground plus three storied building in total may be paid to the Rajpur - Sonarpur Municipality with all other charges.

11. Purchasers shall remain bound to pay the proportionate charges for maintenance as it would be assessed by the owners "Association" or the company who will be in charge of the said management of the maintenance of the complex. Decision of such management will be final. The purchasers shall also remain liable to keep deposit of amount for maintenance with the concerned authority if any decision is ever taken by such authority.

### **SCHEDULE "A"**

#### **(Description of the LAND with Boundaries in all four directions)**

**ALL THAT** piece and parcel of land measuring as per deed about 11(Eleven) decimal more or less, lying and situated at Mouza: Sripur Bagherghole, J.L. No. 59, R.S. No.172, Pargana: Magura, Touji No.-1, comprised of R.S. Dag No.1919 L.R. 1313, appertaining to R.S. Khatian No.756, L.R. Khatian No. 1361, under Holding No.119, Bani Para within the limit of Rajpur Sonarpur Municipality, Ward No.32, P.S. now Narendrapur (Sonarpur), District: South 24 Parganas and the said land is butted and bounded by:

**On the North :: Land of Dag No.1918 and others land.**

**On the South :: Others land.**

**On the East :: Land of other party.**

**On the West :: 12 ft. wide Municipal Road, Banipara.**

**SCHEDULE "B"**

**(Description of the Apartment and Parking along with Boundaries in all four directions)**

**ALL THAT** one self-contained Flat on the ..... Side of the ..... Floor, being Flat No. ...., Tower No. ...., having **Carpet area** ..... **Sq. Ft. , built up area** ..... **Sq. Ft. , Balcony area** ..... **sqft** and **Maintenance Chargeable area** ..... **sqft** more or less comprising of ..... (.....) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C, and one independent Car Parking space **at** ..... **No. ....**, measuring ..... Sq. Ft. more or less, together with undivided proportionate share in the underneath the building and right which is specifically shown in the annexed Plan delineated with **RED** border together with all fittings, fixtures and installations thereto together with impartibly and undivided proportionate share or interest of the land underneath the building at Holding-119, Banipara Road, Rajpur Sonarpur Municipality, Ward No.32, P.S. Sonarpur, Dist. South 24 Parganas, Kolkata-700154, and the said land is more fully and particularly described in **FIRST SCHEDULE** hereinabove written, along with all easement right of all common passages, portions, entrance and exit thereto the said premises having common user right of main-gate, pathway, drive way, stairs, stair-case, drain, sewerage, having right to get electric connection, Telephone connection, gas connection, water connection etc. and overhead and underground reservoir, septic tank, motor and meter room etc.

**SCHEDULE "B"**

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Particulars of common Parts/Portion to be used by the Purchasers herein along with other Flat Owners/Occupiers)**

1. Land underneath the building and statutory open spaces.
2. Stair case and stair head room (if any).
3. Common Passage and lobby on the ground floor.
4. Water pump, Over Head and underground water tank, water pipes and other common plumbing installations.
5. Drainage and Sewerage.
6. Boundary walls and main gates.
7. The roof should be treated as common areas to all the purchasers of the flats in the said building.

#### **FOURTH SCHEDULE**

**(Particulars of common expenses to be borne by the Purchasers with the other lawful Occupants of the said Premises/Holding proportionately and jointly)**

1. All costs of maintenance operating replacing, white washing painting, rebuilding, reconstructing decorating, redecorating, and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed for same and any other purposes.
3. Insurance premium for insuring that building against earthquake, fires, lighting, mob damage, civil commotion etc.
4. All charges and damages for occupiers for common utilities.
5. Municipal tax and other outgoing save those separately assessed on the respective units from the date of possession.
6. Cost and charges of establishments for maintaining of the land building and watch and ward staff.

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

**SIGNED SEALED AND DELIVERED**

In presence of:-

**WITNESSES:-**

1.

\_\_\_\_\_  
(SIGNATURE OF THE VENDOR/FIRST PARTY)

2.

\_\_\_\_\_  
(SIGNATURE OF THE PURCHASER / SECOND PARTY)

\_\_\_\_\_  
(SIGNATURE OF THE DEVELOPER/ PROMOTER / THIRD PARTY)

Typed by:

Drafted by:

**MEMO OF CONSIDERATION**

**WITNESSES:-**

1.

2.

\_\_\_\_\_  
(SIGNATURE OF THE DEVELOPER  
/ PROMOTER / THIRD PART)

**DEB NIRMAN**

*Molly Deb*  
Proprietor