

## DEED OF CONVEYANCE

This DEED OF CONVEYANCE is made this .....day of.....2019 BETWEEN **SRI SANKAR KUMAR GHOSAL** (PAN ACWPG3169Q and Adhaar no 554496097241), son of Late Baidyanath Ghosal by faith Hindu by occupation Service, residing at Mankundu Station Road, Near Kamar Sala, P.O & P.S : Chandannagar, Dist. : Hooghly, PIN - 712136 herein after referred to as the **OWNER / VENDOR** (which term or expression unless excluded by or repugnant to the context shall deem to mean and include his heirs, legal representative, executor, nominees and assigns) being represented by his attorney **SRI DYUMANI SAMADDER**, son of late Ranajit Kumar Samadder (PAN AXKPS9881Q and Adhaar no 770122017965), by faith Hindu residing at 92, Avay Doctor Lane, Gazipur, Rajpur Sonarpur Municipality, Dist : South 24 Parganas, West Bengal - 700149 with respect to execution of Deeds of Conveyances in favour of Purchasers of Flats only from the **Developer's allocation** duly appointed vide one power of attorney dated 24.08.2018 registered in the office of D.S.R.IV South 24 Parganas Alipore and recorded in Book No. I Volume no. 1604-2018 pages from 153013 to 153028 Being No. 160405281 for the year 2018 of the **ONE PART**.

**AND**

MR./MRS.....son/wife of.....PAN.....  
Adhaar.....by faith..... by occupation.....residing  
at.....P.o.....P.S.....Kolkata/Dist.....PIN.....hereinafter referred to as  
the **PURCHASER** ( which term or expression unless excluded by or repugnant to the context shall deem to mean and include his heirs, legal representative executor, nominees and assigns)  
of the **SECOND PART**

**AND**

**R.D.S. REALTORS**, a proprietorship business having its office at 32, Dr. B.C. Roy Road, Rajpur, P.O. : Rajpur, Kolkata- 700149, P.S. : Sonarpur, Dist. : South 24 Parganas, being represented by its Sole Proprietor **SRI DYUMANI SAMADDER** (PAN AXKPS9881Q and Adhaar no 770122017965), son of Late Ranajit Kumar Samadder, by faith Hindu, by occupation Business presently residing

at 92, Avay Doctor Lane, P.O : Rajpur, P.S. : Sonarpur, Dist : South 24 Parganas, Kolkata - 700149, hereinafter referred to as the **DEVELOPER / PROMOTER** (which term or expression unless excluded by or repugnant to the context shall deem to mean and include his heirs, legal representative, executors, nominees and assign) OF THE **OTHER PART**.

WHEREAS

- A. By one deed of conveyance dated 4.11.2011 one Amitava Goswami purchased all that land measuring about 1196 sq.ft. more or less in R.S.Dag no.185 under Khatian No. 1279, 1308 and 1323 in Mouja Rajpur, J.L. No 55 P.S. Sonarpur Dist. South 24 parganas from then owner namely Basanti Dutta Wife of Late Swapam Dutta for consideration. Said deed was registered in the office of the DSR-IV South 24 Parganas at Alipore and recorded in Book no-1 volume no. 26 pages 4339 to 4352, being no 07986 for the year 2011.
- B. By another deed of conveyance dt. 4.11.2011 said Amitava Goswami also purchased land measuring about 1188 sq.ft. more or less in R.S.Dag no 185 under Khatian no. 1279, 1308 and 1323 in Mouja Rajpur, J.L. No. 55 P.S. Sonarpur Dist. South 24 Parganas from one Mihir Lal Dutta for consideration. Said deed was registered in the office of the DSR-IV South 24 Parganas at Alipore and recorded in Book no-1 vol.no-26 pages 4325 to 4338 being no. 07985 for the year 2011.
- C. Amitava Goswami also purchased land measuring about 1210 sq.ft. more or less lying in said Mouja Rajpur, J.L.No-55 portion of R.S. Dag No 185 under Khatian No. 1279, 1308 and 1323 P.S. Sonarpur Dist. South 24 Parganas from Kalyani Dutta and Debasree Paul (Dutta) for consideration. Said Deed was registered in the office of DSR-IV South 24 Parganas at Alipore and recorded in Book no-1, volume no.-27 pages 913 to 928 being no. 08091 for the year 2011.
- D. Said Amitava Goswami became the absolute owner of total land of 4(four) kathas 15 chittacks and 39 Sq.ft. more or less in R.S. Dag no-185 under khatian no 1279, 1308 and 1323 in Mouja Rajpur J.L. no. 55 P.S. Sonarpur Dist. South 24 Parganas. Said demarcated portion has now been known and numbered as Holding no. 184, K.C.Dutta Road, ward no.17 of Rajpur Sonarpur Municipality.
- E. While in possession of the said land said Amitava Goswami by one deed of conveyance dated 28.01.2015 sold and transferred his said land measuring about 4 kathas 15

chittacks and 39 sq.ft. more or less in Mouja Rajpur J.L.No 55 being portion of R.S. Dag No.185 under Khatian no 1279, 1308 and 1323 P.S. Sonarpur Dist South 24 Parganas to Sankar Kumar Ghosal , the **OWNER** herein for consideration. Said deed was registered in the office of the ADSR Sonarpur South 24 Parganas and recorded in Book 1 Volume no.1 pages 4602 to 4618 being no 00370 for the year 2015.

- F. Being the owner in the manner stated above the **FIRST PARTY / OWNER** herein converted the nature of said land from Garden(Bagan) to Homestead(Bastu) from the office of B.L.&L.R vide case no.607/NR/15 dated 07.12.15. and mutated his name in respect thereof in the said office vide reference no. 822/15, Memo no.MU/2004/BL-SNP/15 and also in the office of Rajpur-Sonarpur Municipality. Since then, the **owner** was in possession and enjoyment of the said land upon payment of all rent and taxes and without any disturbances or interruptions from others and the said land has not been vested under U.L.(C&R)Act.,1976 as per report of competent Authority.
- G. With an intention to develop the said land by raising building thereon, the **OWNER** herein entered into a **development agreement** with the **Developer** herein on 24.08.2018 under certain terms and conditions mentioned therein. Said deed of agreement was registered in the office of DSR IV South 24 Parganas at Alipore and recorded in Book no-1 volume no.1604-2018 pages from 153289 to 153314 Being no. 160405271 for the year 2018. The owner also appointed the Developer herein to construct the said building and to transfer Developer allocation as his attorney by executing one **Development Power of attorney** on the said date references of which have already been given above.
- H. It has been inter alia agreed in between the **owner** and the **developer** that the Developer shall construct one multi-storyed building on the said land as per plan to be approved by Rajpur-Sonarpur Municipality at his own cost and initiative and after completion of the construction of the said building the Developer shall deliver the entire second floor of the proposed building comprising of 3 Flats to the owner along with the right to use and enjoy the common areas and facilities thereto towards the consideration for undivided proportionate share of land and remaining portion of the building comprising of flats and spaces with undivided proportionate share in the land shall belong to the Developer absolutely with all rights to transfer as per his discretion.
- I. The Developer at his own cost obtained sanction of one ground plus three storeyed building from the office of the Rajpur-Sonarpur Municipality vide plan no. 15/CB/17/47

dated 30.04.2019. After getting the sanction of the plan of the proposed building it revealed that FAR has been allowed a bit more than what was estimated. Accordingly it was decided that the allocation of the owner should be increased proportionately.

- J. The **Owner** and **Developer** further executed one supplementary agreement on 19.07 2019 whereby it has been agreed that the owner shall get entire 2<sup>nd</sup> and 3<sup>rd</sup> floor and the Developer shall get entire ground and first floor instead of the allocation as mentioned in the earlier executed Development agreement dated 24.08.2018. Said supplementary agreement was registered in the office of DSR-IV South 24 Parganas at Alipore and recorded in Book no.1 volume no 1604-2019 pages 157617 to 157637 Being no 160404404 for the year 2019.
- K. In terms of the said Development agreement and power delegated to him, the developer has constructed the said ground plus three storeyed building as per said approved plan. The Developer herein has declared for sale of flats and car parking spaces from said Developer's allocation together with undivided proportionate share in the land at the said Holding No. 184, K.C.Dutta Road for consideration.
- L. On the basis of such declaration the Purchaser herein being agreed to purchase one self- contained flat on the .....side of the .....floor being flat no.....having a super built-up area of .....Sq.ft. more or less and one open/covered car parking space measuring about .....sq.ft. more or less at an agreed consideration of Rs..... free from all encumbrances entered into an agreement on.....and paid the Consideration from time to time as per the payment milestone schedule referred to in the Agreement for Sale to the Developer.
- M. The Developer has constructed the said building as per the said approved plan and upon receipt of the entire consideration as per terms of the said agreement the Developer has delivered the possession of the said unit / flat along with the parking space if any, to the purchaser herein to his full satisfaction. Accordingly the deed of conveyance is executed this day.

NOW THIS INDENTURE WITNESSETH that in pursuant to the said agreement and in consideration of the said sum of Rs.....(.....) only truly paid by the purchaser to the Developer on or before the execution of these present, the receipt whereof the Developer hereby admit and acknowledge as per memo. Of consideration hereunder written, the Developer hereby sell, transfer and convey ALL that one self-contained flat on the..... side of

the .....floor being flat no.....having a super built up area of.....and a car parking space measuring about .....sq. ft. more or less being space no.....together with undivided proportionate share in the land and right to use the common areas and facilities at the said HOLDING NO. 184, K.C.Dutta Road, P.S. Sonarpur, Dist. South 24 Parganas, more fully described in **Schedule "B"** below to and unto the Purchaser herein absolutely and forever TO BE HELD, ENJOYED AND POSSESSED by him as sole and absolute owner upon mutating his name in the office of the B.L.& L.R. as well as in the office of the Rajpur-Sonarpur Municipality with all rights to sell, transfer mortgage or encumber the same as per his discretion and choice subject to covenants as mentioned hereunder

THE VENDOR AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- A. That notwithstanding any act, deed or thing done or suffered by the vendor or the Developer to the contrary the vendor and the Developer are lawfully, rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and car parking space hereby sold, conveyed transferred and assigned free from all encumbrances and liabilities whatsoever and they have full power and absolute right and authority to sell, convey, transfer and assign the said unit only unto the purchaser in the manner aforesaid and according to the true intent and meaning of these present.
- B. That it shall be lawful for the Purchaser at all times hereafter peaceably and quietly to enter into and to hold, occupy and enjoy the said unit and to receive rents, issues and profits thereof without any hindrance, interruption, disturbance, claim or demand whatsoever by the vendor or the Developer or any person claiming any estate right, title or interest from, under through or in trust for them and the vendor and the Developer shall keep the purchaser indemnified against all former or other claim or charges or liabilities in respect of the said property.
- C. The Vendor and the Developer and all persons claiming under them shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser execute all such further acts, deeds matters and things for further assuring the said unit unto the purchaser as may be required.

THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER as follows:-

- a) The purchaser shall from the day hereof remain liable to pay the proportionate share of expenses for maintenance of the common areas and facilities of the said Holding as mentioned in the earlier executed Agreement for Sale or it might also be ascertained / modified by the owners' Association, if any.
- b) The purchaser shall also mutata his name in the office of the Rajpur-Sonarpur Municipality in respect of the property hereby sold and pay the rent and taxes for it.
- c) The purchaser shall use the said unit for residential purpose only without claiming partition of the land underneath the said building.
- d) The Purchaser or their servants and agents shall not in any way obstruct or cause to be obstructed the common passages, landings, roof or stair-case of the property nor store any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act, deed, matter or things whereby the use and enjoyment of the common parts, the common amenities of the property be any way prejudicially affected.
- e) The purchaser shall not demolish or remove any structure, roof, ceiling, walls, doors and windows in or about the said premises PROVIDED nothing herein contained prevent the purchaser to repair or replace or cause interior decoration of his own unit.
- f) The purchaser shall abide by all the rules and regulations of the holding and shall become a member of the Association, if any formed, and the rules to be framed by the Association shall be binding upon all the members.

**SCHEDULE- A**  
**( Entire premises)**

ALL THAT piece and parcel of residential land measuring about 4(four) kathas 15 ( fifteen ) chittacks and 39 (thirty-nine) sq. ft. more or less lying in Mouja- Rajpur, Pargana- Medanmallah, J.L. no-55 ,Touji No. 109 being portion of R.S. Dag No. 185 under R.S. Khatian no. 1279, 1308 and 1323 together with building under construction there on at present

situated within local limits of the RAJPUR-SONARPUR MUNICIPALITY under ward no.17 Holding no. 184, K.C. Dutta Road ,Police station-Sonarapur Dist. South 24 Parganas being butted and bounded by;

ON THE NORTH; R.S. Plot no. 188

ON THE SOUTH: 10' wide common passage

ON THE EAST : 16' ft. wide K.C.Dutta Road

ON THE WEST : land in R.S.Plot no. 185

#### **SCHEDULE B**

**(Property hereby conveyed)**

#### **[DESCRIPTION OF APARTMENT]**

The Said Apartment, being ...**Type** Residential Apartment No....., on the ...<sup>th</sup> floor, having carpet area of ..... **Sq Ft** (..... **Hundred and** .....) **square feet**, more or less, corresponding to Standard built-up area of ..... (..... Hundred) square feet, more or less, in the Said Project named "**GL ARPINA**" being constructed on the Said **Land** situated at Holding no. 184, K.C. Dutta Road of Rajpur-Sonarapur Municipalty, P.S.- Sonarpur, Dist. South 24 Parganas.

The Said Apartment is shown in the map/plan annexed hereto and marked with **RED** border in **Schedule C**.

#### **[DESCRIPTION OF SAID PARKING SPACE]**

..... open parking/covered parking/mechanical car parking no. .... for parking a medium sized car and that the same may be independent (having direct access from driveway) or dependent (not having direct access from driveway) and right to park ..... two-wheeler, at any place in the Said Project reserved for the parking of two wheelers only as may be decided by the Promoter, in its sole discretion.

## **SCHEDULE- C**

### **(Floor Plan)**

FLOOR PLAN OF THE SAID APARTMENT : Annexed Herewith.

## **SCHEDULE- D**

### **(Common areas and facilities)**

1. Land underneath the building and statutory open spaces within the premises.
2. Super structure of the building, stairs, lobbies, underground and over head reservoir, boundary walls, main gate, care-taker room, meter room and roof of the building.
3. Motor pump, pump-room, all distribution pipes, drainage and sewerage system, septic tank, main water and electric supply line.
4. Lift, generator( if installed at the option of all the flat owners at an additional cost to be borne by all the purchasers proportionately)

## **SCHEDULE- E**

### **(Specifications & amenities being part of the said Apartment)**

- Foundation : RCC Structure along with anti-terminate treatment.
- Structure : RCC framed structure.
- Exterior Wall : To be finished with suitable paint.
- Interior Wall : Brickwork as per plan with POP / Putty Finish.
- Flooring: Vitrified tiles in Bedrooms, Living/Dining, Verandah / Balcony and in other areas.
- Lobby : Elegant Lobby with Kota Stone / Marble / Ceramic Tiles / Granite.
- Staircase : Spacious staircase with Kota Stone / Marble.
- Kitchen: Anti-skied ceramic tiles on floor & upto 2'-0" height over Granite platform; Granite slab on cooking platform; Stainless steel sink.
- Toilets: Anti-skied ceramic Tiles on floor and upto door height on the walls; Basin and water closet of reputed make; CP fittings of reputed make.
- Doors : Laminated Flush Door with wooden frame having lock of reputed make at the entrance of each Apartment / Flat; Flush Door with wooden frame in all other rooms;
- Windows: Aluminium / UPVC Sliding Windows with clear glass glazing.
- Hardware : Hardware fittings of reputed make.



- Lift : 4 passenger capacity of reputed make.
- Water Supply : From Deep Tube Well.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geysers point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen;

**IN WITNESS WHEREOF** the parties hereto put their respective hand and seal on this day, month and year written above.

**Witnesses**

**1.**

**DEVELOPER**

**2.**

**PURCHASER**

**MEMO OF CONSIDERATION**

RECEIVED a sum of Rs.....(.....) only from within mentioned Purchaser towards total consideration in the following manner as per schedule mentioned below :-

By bank Draft.....drawn on

.....bank, .....branch, dt.....

Rs.....

Total

Rs.....

**WITNESSES**

**DEVELOPER**