

**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this the ..... Day of Two Thousand and Twenty-One (2021).

**BETWEEN**

**B&V ASSOCIATES, [PAN : ADTPD4056B]**, a proprietorship firm, having its registered office at 273, R.N. Guha Road, Dum Dum, Kolkata – 700074, represented by its proprietor namely, **SRI SUBODH DAS**, son of Balhari Das, by faith – Hindu, by occupation- Business, by Nationality- Indian, residing ....., hereinafter called the **"OWNER/PROMOTER"** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**;

**AND**

..... (PAN .....), c/o of ....., by religion ....., by occupation ....., by Nationality ....., residing at ....., P.O & P.S. ...., Kolkata – ....., hereinafter called **"PURCHASER"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their executors, administrators, successors, representatives and assigns) of the **SECOND PART**.

**WHEREAS :**

- A. One Jatish Chandra Majumdar was purchased all that piece and parcel of land admeasuring 13 Cottah, 7 Chittack equivalent to 9690 Sq. Ft. more or less comprised in C.S. & R.S. Dag No. 862, under R.S. Khatian No. 122, lying and situated at Mouza – Nari, J.L. No. 70, P.S. & District Burdwan, within the limits of the Burdwan Municipality along with other landed properties from Sekh Sajed Rahman, son of Sekh Babujan by virtue of a registered Sale Deed dated 15/08/1955 which was duly

registered with the office of the District Sub Registrar at Burdwan and recorded in Book No. 1, Volume No. 65, Pages from 6 to 9, Being No. 5848 for the year 1955.

- B. In the manner as stated above by virtue of Sale Deed dated 15/08/1955, Being No. 5848 for the year 1955, said Jatish Chandra Majumdar, since deceased became the absolute lawful owner in respect of the aforesaid land and duly recorded his name in the B.L.&L.R.O., Office in R.S. Khatian No. 122, under R.S. Dag No. 862 and was paying rents, taxes, khajnas and other outgoings to the competent authority on regular basis time to time.
- C. In the meantime L.R. Settlement come into force and subsequently said Jatish Chandra Majumdar recorded his name in the L.R. Record and got new L.R. Khatian No. 4247, under L.R. Dag No. 1990 and was enjoying his right, title and interest over the aforesaid property by paying rents, taxes and khajnas and other outgoings charged by the competent authority regularly basis time to time.
- D. While seized, possessed well and sufficiently entitled to the aforesaid land, said Jatish Chandra Majumdar died intestate on 06/08/1995 and his wife died intestate on 30/06/2005 leaving behind them their three sons namely, Biswanath Majumder, Shibnath Majumder, Partha Majumder and three daughters namely, Ashoka Das, Sikha Debnath and Shraboni Mitra as their legal heirs, heiresses and successor and said legal heirs of deceased Jatish Chandra Majumdar became owner of the aforesaid property each having 1/6th share in accordance to Hindu Succession Act, 1956.
- E. By virtue of a registered Deed of Conveyance executed on 17<sup>th</sup> Day of August, 2007 and registered on 25<sup>th</sup> Day of November, 2011 which was duly registered with the office of the Additional District Sub Registrar at Burdwan and recorded in Book No. 1, CD Volume No. 27, Pages from 2834 to 2853, Being No. 8503 for the year 2011, the said Biswanath Majumder, Shibnath Majumder, Partha Majumder Ashoka Das, Sikha Debnath and Shraboni Mitra as Vendors therein sold, transferred, conveyed, assigned and assure ALL THAT a piece and parcel of land measuring about 13 (Thirteen) Cottah, **7 (Seven) Chittack**, equivalent to 9690 (Nine Thousand Six

M/s. B. & V. Associates

*Amitabh* 20/11  
Proprietor

Hundred Ninety) Sq. Ft., lying and situated at Mouza- Nari, J.L No. 70, comprised in R.S. Dag No. 862, under R.S. Khatian No. 122, corresponding to L.R. Dag No. 1990 under L.R. Khatian No. 4247, Police Station- Burdwan, District- Burdwan now known as Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality, free from all sorts of encumbrances, charges, liens, lispendences, whatsoever in nature at/for valuable consideration mentioned therein, unto and in favour of one Tapan Kumar Saha, Alope Kumar Saha, both are son of late Shibpada Saha absolute and forever.

F. By virtue of a registered Deed of Conveyance dated 2<sup>nd</sup> Day of March, 2012 which was duly registered with the office of the Additional District Sub Registrar at Burdwan and recorded in Book No. 1, CD Volume No. 7, Pages from 2895 to 2906, Being No. 01744 for the year 2012, the said Tapan Kumar Saha, Alope Kumar Saha sold, transferred, conveyed, assigned and assure the said property being ALL THAT a part of and admeasuring 10 (Ten) Cottah, **7 (Seven) Chittack**, 37 Sq. Ft. equivalent to 7552 (Seven Thousand Five Hundred Fifty Two) Sq. Ft., lying and situated at Mouza- Nari, J.L No. 70, comprised in R.S. Dag No. 862, under R.S. Khatian No. 122, corresponding to L.R. Dag No. 1990 under L.R. Khatian No. 4247, Police Station- Burdwan, District- Burdwan now known as Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality, free from all sorts of encumbrances, charges, liens, lispendences, whatsoever in nature at/for valuable consideration mentioned therein, unto and in favour of B&V Associates, represented by its proprietor namely, Subodh Das, son of Sri Balahari Das absolute and forever.

G. In the manner as stated above, by way of a registered Deed of Conveyance dated 2<sup>nd</sup> Day of March, 2012, Being No. 01744 for the year 2012, the said B&V Associates, represented by its proprietor namely, Subodh Das become the absolute owner of the said piece and parcel of 10 (Ten) Cottah, **7 (Seven) Chittack**, 37 Sq. Ft. equivalent to 7552 (Seven Thousand Five Hundred Fifty Two) Sq. Ft. more or less and subsequently he mutated his name in the Assessment Records of the Burdwan Municipality as true lawful owner in respect of the said property and the said property numbered as Holding No. 454/2, Khan Pukur Bhadra Palli, Police Station- Burdwan, District- Purba

M/s. B. & V. Associates

*Subodh Das*

Proprietor

Burdwan, under Ward no. 06 and is paying the municipality taxes and other charges to the competent authority time to time regularly.

- H. Thus, B&V Associates, represented by its proprietor namely, Subodh Das, the Owner/Promoter herein is the absolute owner of the said land measuring about 10 (Ten) Cottah, **7 (Seven) Chittack**, 37 Sq. Ft. equivalent to 7552 (Seven Thousand Five Hundred Fifty Two) Sq. Ft., lying and situated at Mouza- Nari, J.L No. 70, comprised in R.S. Dag No. 862, under R.S. Khatian No. 122, corresponding to L.R. Dag No. 1990 under L.R. Khatian No. 4247, at Holding No. 454/2, Khan Pukur Bhadra Palli, Police Station- Burdwan, District- Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality morefully and particularly described in the FIRST SCHEDULE hereunder written and/or given and is paying municipality taxes, khajnas and other outgoings to the competent authority regularly time to time, free from all sorts of encumbrances, charges, liens, lispences, whatsoever in nature.
- I. Thereafter the **OWNER/DEVELOPER** herein constructed a Ground plus \_\_\_\_\_ storied Building namely "NIRVAAN", according to the sanctioned Plan vide No. .... **dated** ....., issued by Burdwan Municipality upon land admeasuring 10 (Ten) Cottah, **7 (Seven) Chittack**, 37 Sq. Ft. equivalent to 7552 (Seven Thousand Five Hundred Fifty Two) Sq. Ft., lying and situated at Mouza- Nari, J.L No. 70, comprised in R.S. Dag No. 862, under R.S. Khatian No. 122, corresponding to L.R. Dag No. 1990 under L.R. Khatian No. 4247, at Holding No. 454/2, Khan Pukur Bhadra Palli, Police Station- Burdwan, District- Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality.
- J. The **OWNER/DEVELOPER** herein have declared to sell the one Flat of the said building and the **PURCHASER** herein getting knowledge about the same, and being desirous to purchase a Flat has taken inspection of the documents and being satisfied with the lawful title of the **OWNER/DEVELOPER** and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential Flat, on the ..... **Floor**, at the ..... **side** of the Ground plus \_\_\_\_\_ storied Building namely "NIRVAAN", measuring an area of ..... **Square Feet super built up** of the building in complete and habitable condition in all manner whatsoever lying and

M/s. B. & V. Associates

*Subodh Das*

Proprietor

situated at Holding No. 454/2, Khan Pukur Bhadra Palli, Police Station- Burdwan, District- Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality hereinafter referred and called as "The Said Flat" morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith at or for the total price and / or consideration of **Rs...../- (Rupees.....) only** finding the proposal as an acceptable one, has decided to sell out the said Flat unto and in favour of the PURCHASER herein.

- K. The Owner/Developer herein doth hereby declare and covenant with the Purchaser that the said Flat is free from all encumbrances of any nature whatsoever and that the Owner/Developer has full right, title and interest in the said Flat and has full right and authority to assign and transfer all his right, title and interest therein and the Owner/Developer further declare that there is a clear title to the Flat and its appurtenances belongs to the Owner/Developer absolutely and that neither the Owner/Developer 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 Owner/Developer or any person or persons lawfully or equitably claiming by from through or in trust for him, the Owner/Developer has himself full right, power and absolute authority to sell or transfer to the Purchaser the said Flat and his right, title and interest therein and that the Owner/Developer have 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 Purchaser may be rendered illegal and/or unauthorized for any reason or on any account.


M/s. B. & V. Associates

*Aulakh RVM*  
Proprietor

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

In pursuance of the said Agreement for Sale and in consideration of the payment of sum of Rs...../- (Rupees.....) only as the total Consideration paid by the PURCHASER to the OWNER/DEVELOPER herein (receipt whereof the OWNER/DEVELOPER hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser herein **ALL THAT** one residential Flat, on the ..... Floor, at the ..... side of the Ground plus \_\_\_\_\_ storied Building namely "NIRVAAN", measuring an area of ..... Square Feet super built up together with common areas, benefits, facilities, amenities and others thereof **TOGETHER WITH** undivided proportionate impartible share and interest in the land at of the building in complete and habitable condition in all manner whatsoever lying and situated at Holding No. 454/2, Khan Pukur Bhadra Palli, Police Station- Burdwan, District- Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate impartible share and interest in the **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the OWNER/DEVELOPER to the said piece of land 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 PURCHASER 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/Developer herein doth hereby covenants with the Purchaser that:-

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Proprietor

1. The Owner/Developer herein now has in himself 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 Purchaser in the manner aforesaid has put the Purchaser in vacant, peaceful and unencumbered possession.
2. The Purchaser 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 her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him, the Owner/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 Purchaser shall hold the said Flat free and clear and freely and clearly and is absolutely exonerated, and forever released and discharged or otherwise by the Owner/Developer and 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/Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for him;
4. The Purchaser 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 (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said Flat as detailed in the **THIRD SCHEDULE** hereunder written and/or described.
5. The Purchaser 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.

M/s. B. & V. Associates

*Dulodh 2017*

*Proprietor*

6. The said Flat and /or the said building have been constructed as per the sanctioned plan and as per the specifications as stated in the said Agreement for Sale.
7. The Purchaser and other co-owners shall abide by the Rules and regulations and common obligations along with the other owners/occupiers of the other units/Flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
8. The Purchaser shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **SIXTH SCHEDULE** hereunder.
9. The Owner/Developer herein or any person or 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/Developer herein or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request of the Purchaser 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 assuring and granting the said Flat, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, her heirs, executors or administrators and assigns shall be reasonably required.
10. The Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the Flat hereby conveyed subject to the terms herein contained to anyone without the consent of the Owner/Developer 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 Purchaser under the terms of this conveyance.
11. The Purchaser undivided proportionate interest in the land is impartible in perpetuity.
12. The Owner/Developer doth hereby further covenant with the Purchaser that the

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*Aulakh 2011*  
Proprietor



Purchaser 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 their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him, the Owner/Developer or his 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.

13. The Purchaser shall mutate the Said Flat in his/her/their own name and shall pay all such rates, revenues and taxes and other impositions that may be charged from time to time, directly to the Kolkata Municipal Corporation.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and neuter gender and vice-versa.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID PREMISES)**

**ALL THAT** piece and parcel of Bastu land admeasuring 10 (Ten) Cottah, 7 (Seven) Chittack, 37 Sq. Ft. equivalent to 7552 (Seven Thousand Five Hundred Fifty Two) Sq. Ft., lying and situated at Mouza- Nari, J.L No. 70, comprised in R.S. Dag No. 862, under R.S. Khatian No. 122, corresponding to L.R. Dag No. 1990 under L.R. Khatian No. 4247, at Holding No. 454/2, Khan Pukur Bhadra Palli, Police Station- Burdwan, District- Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality and the same is Butted and Bounded as follows:

BY NORTH	:	12 Feet wide Municipality Road, Dag No. 826;
BY SOUTH	:	6 Feet wide Common Passage, Club & 12 Feet wide Common Passage, Jatish Chandra Majumder;
BY EAST	:	Land & Jatish Chandra Majumder;
BY WEST	:	Land & 6 Feet wide common Passage & Club;

M/s. B. & V. Associates

*Anil Chandra*

Proprietor

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(DESCRIPTION OF THE SAID FLAT)**

**ALL THAT** piece and parcel of the one residential Flat, on the ..... Floor, at the ..... side of the Ground plus \_\_\_\_\_ storied Building namely "NIRVAAN", measuring an area of ..... Square Feet super built up more or less consisting of ..... (.....) bed rooms, .... (.....) Dining-cum-Drawing, ..... (.....) Kitchen, ..... (.....) Toilet, ..... (.....) Balcony together with common staircase of the said building with proportionate share of land, staircase, roof, open space, common space and interest, right of benefit to use Drain and land below and the said building together with occupiers of the other flats room of the said respective building and also the right of easement, benefit & / or interest on other common paths, passages, drains, pipes with other amenities & equipment with the owner of the other apartment of the said building at Holding No. 454/2, Khan Pukur Bhadra Palli, Police Station- Burdwan, District- Purba Burdwan, under Ward no. 06, within the limit of the Burdwan Municipality.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Facilities)**

The common areas and facilities continued in the present Deed of Conveyance shall include:

1. Need to be filled up.....

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. Need to be filled up...

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common Obligations & Rules and Regulations)**

- 1) The share or interest in the land underneath is impartible and the Purchaser shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.

M/s. B. & V. Associates

*Baloch Roy*

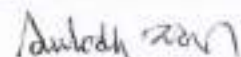
Proprietor

- 2) The Purchaser shall apply for mutation of the Second Schedule property in her own name and apply for and has the said separately assessed for the purpose of Municipality rates and taxes, Khajna etc.
- 3) The Purchaser shall use the said Flat and all common portions peacefully with the other co-owner.
- 4) The Purchaser shall not do any of the following acts, deeds and things :
  - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
  - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
  - c) Carry out repairs in a manner which is affect the structural stability of the building.
  - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
  - e) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(EASEMENTS AND QUASI-EASEMENTS)**

1. The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements, quasi easements, appertaining to the said Flat, or therewith usually held, occupied, enjoy, reputed or known being part and parcel of member thereof, or appertaining thereto which are hereinafter specified morefully specified, excepting and reserving unto the vendor and other owners/purchaser of other owners/purchaser of other units rights, if any of easements, quasi easements, privileges and appurtenances.
2. The rights of access in common with the Vendor/Developer and other Owners/purchasers of other Flats and the other occupier subject to limitation if any,

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Proprietor

to their right of the building at all times and for all normal use and purpose connected with the use and enjoyments of the said Flat.

3. The right to use all times and for all purposes the common passages, lobby staircase, landing of the said building, entrance to the said Flat from the main entrance and exit there from in common with the vendors and other Flat owners or other units with subject to limitations, if any their such right, in the said building provided always and it is hereby declared that the purchaser or their servants, agents and invitees of the purchaser shall not be entitled to obstruct, or deposit the materials and rubbish or otherwise encumber the free passage of other person or persons including the purchaser and the said passage lobby, staircase landing and other spaces to be used in common as aforesaid.
4. The right if protection of the said Flat by or from all parts of the building so far they now protect the same.
5. The right of passage in common as aforesaid for electricity, water and soil from and to be the said Flat through pipes, drains, wires and conducts laying or being in or under or over the said building as may be reasonably necessary for the beneficial occupiers of the said Flat for all purpose whatsoever.
6. The right to use in common with other flat owners the installation, staircase, open and covered space, electrical installation passages.
7. The right of passage in common with the Vendor and other flat owners and the purchaser of different flats or subject to limitation thereof, if any, person or persons.
8. As aforesaid for electricity, water and soil from to any part other than the said flat or parts of the said building through pipes, drains, wires, conduits lying or being in, under through or over the said flat as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purpose whatsoever.
9. The right to protection of other portion or portions of the building by all parties of the said Flat as far as they now protect the same without causing any structural alteration thereof.
10. The right of purchaser of the other part or parts of the building, the front entrance, staircase, electrical installation, open and covered spaces and other common passages or paths of the said building.

M/s. B. & V. Associates

*Dullesh 2017*

Proprietor

**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/DEVELOPER** at Kolkata in the presence of :

- 1.
- 2.

**SIGNATURE OF THE OWNER/DEVELOPER**

**SIGNED SEALED AND DELIVERED** by the **PURCHASER** at Kolkata in the presence of:

- 1.
- 2.

**SIGNATURE OF THE PURCHASER**

**DRAFTED BY:**

Advocate  
High Court, Calcutta.  
Enl. No.

M/s. B. & V. Associates

*Balendu B. & V.*

Proprietor

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

**MEMO OF CONSIDERATION**

Cheque No.	Date	Bank & Branch Name	Amount
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Total Rs...../-

(Rupees.....) only

**SIGNATURE OF THE WITNESS**

- 1.
- 2.

**SIGNATURE OF THE OWNER/DEVELOPER**

Identified by:

Name:.....,

Son of .....

by Faith- ....., by Occupation: ....., by Natinality- Indian,

Residing at – ....., P.O. ....,

P.S. ...., Pincode ....., District: .....

M/s. B. & V. Associates

*Amalath*

Proprietor