

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE FOR SALE is made on this the ----- day -----
--, Two Thousand and -----.

CHATTERJEE CONSTRUCTION, a Proprietary Concern, having its place of Business and office at Natunpally Middle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150, represented by its Sole Proprietor **SRI ANUP CHATTERJEE**, Son of Late Kalipada Chatterjee, **PAN – ACBPC4410H**, by faith – Hindu, by Nationality – Indian, by occupation – Business, Residing at Natunpally Middle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150, hereinafter called and referred to as the **VENDOR/DEVELOPER HEREIN** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-office, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

SRI/SRIMATI -----, **PAN –** -----, **AADHAAR NO.** -----, Son of -----, by faith – -----, by Nationality – -----, by occupation – -----, Residing at -----, West Bengal hereinafter called and referred to as the **“PURCHASER/PURCHASERS”** (Which 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 **SECOND PART**.

WHEREAS in R.S. Dag No. 1532, under R.S. Khatian No. 496 at Mouza-Sonarpur, J.L. No. 39, P.S. – Sonarpur, District – 24 Parganas South. Amalendu Majumder son of Chandra Mohan Majumder purchased 4-2/3 decimal of land from one Sri Debendranath Ghosh Mallick son of recorded owner late Sarat Chandra Ghosh Mallick vide a registered Sale Deed which was registered in Sonarpur Sub-Registry Office on 15.12.1973 and recorded therein its Book No. 1, Volume No. 65, pages from 36 to 38, being No. 4255 and on the very same day from the same Land Lord i.e. on 15.12.1973 from Debendra nath Ghose Mallick Son of recorded owner Late Sarat Chandra Ghosh Mallick said Amalendu Majumder purchased 4-2/3 decimal of Land vide a Registered sale Deed which was Registered in Sonarpur Sub-Registry Office and recorded therein its Book No. 1, Volume No. 65, Page from 84 to 86, being No. 4259 and again said Amalendu Majumder purchased 4-2/3 decimal of Land from Debendranath Ghosh Mallick vide a registered Sale Deed which got registered in Sonarpur Sub-registry office and recorded therein its Book No. 1, Volume No. 64, Page from 179 to 181 Being No. 4245. Thus vide Deed No. 4255, Deed No. 4259, Deed No. 4245 said Amalendu Majumder purchased more or less 14 decimal of land i.e. more or less 8 Cottah 8 chittak in R.S. Dag No. 1532 under Mouza –Sonarpur, J.L. No. – 39, P.S.- Sonarpur, District 24 Parganas South and said Amalendu

Majumder also Mutated said land with Rajpur Sonarpur Municipality under Holding No. 186, Radhagobinda Pally, Ward No. – 12.

AND WHEREAS: out of said 8 Cottah 8 Chittak of land leaving 12 Chittak of land for adjacent road said Amalendu Majumder sold, transferred and conveyed 7 Cottah 12 Chittak of land in favour of CHATTERJEE CONSTRUCTION, a proprietary firm having its Office at Natun Pally, P.O. & P.S. – Sonarpur, Kolkata – 700150 represented by its sole proprietor Mr. Anup Chatterjee son of Late Kalipada Chatterjee a resident of Natun Pally, Middle Road, Sonarpur, Kolkata – 700150. And said Deed of Conveyance was executed on 10.08.2020 and Registered on the same date in Sonarpur Sub-Registry Office and recorded therein its Book No. 1, Volume No. – 1608, Page from 69849 to 69868, Being No. 2435 for the year 2020.

Said CHATTERJEE CONSTRUCTION the Owner /Developer herein also mutated its name with Rajpur Sonarpur Municipality under Holding No.-186, Radhagobinda Pally, Ward No -12.

AND WHEREAS CHATTERJEE CONSTRUCTION the Vendor/Developer herein with the intention to construct a G+III storied Residential cum Commercial Building upon the land morefully described in the **FIRST SCHEDULE** herein submitted a Building Plan to the concerned Rajpur Sonarpur Municipality and said Building Plan got sanctioned on 07.01.2021 vide Building Plan No. 152/CB/12/08.

AND WHEREAS The said Chatterjee Construction (Owner/Vendor, herein) has started/ completed the process of construction of the said G+III Storied Commercial–Cum-Residential Building within the said Holding/Premises Number- 186, Radhagobinda Pally, P.O. & P.S. Sonarpur under Rajpur–Sonarpur Municipality, under Ward No. 12, in accordance with sanctioned building plan, Building Rules and other provisions of Rajpur Sonarpur Municipality.

AND WHEREAS Purchaser/Purchasers have inspected the construction of the said building thoroughly and examined and checked the title of the Vendor and also the sanctioned plan and have become satisfied fully about the marketable right of the Vendor in respect of all that piece and parcel of a self contained residential Flat No. ---- measuring carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit.** be the same a little more or less situated on the -----side of the -----Floor of the said G+III storied building, hereinafter referred to as the “**said Flat**” morefully and particularly described in the **SECOND SCHEDULE** hereunder written lying and situated on the land which is fully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Vendor has assured and informed the Purchaser/Purchasers that their title in respect of the said property is free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition, whatsoever.

AND WHEREAS by virtue of an agreement for sale dated ----- made between the Purchaser/Purchasers herein and the Vendor herein, the Purchaser/Purchasers herein agreed to purchase said Flat No. ----- measuring more or less carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit.** situated at ----- side on the -----Floor more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written together with undivided proportionate indivisible and impartible share of the land morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written together with the right to use the other common areas and facilities attached to the said property, free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition whatsoever, but subject to observance of the terms and conditions and covenant hereunder written for and at a consideration price of Rs. ------(Rupees-----) only and the Vendor agreed to such proposal being satisfied as the same was the highest market price.

AND WHEREAS in terms of the said agreement, the Vendor herein have agreed to sell and transfer one self contained Flat no. ----- situated at the -----side on the ----- Floor, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and delineated in the Map or Plan annexed hereto bordered with **RED** colour, of the said building at a total agreed consideration of Rs. ------(Rupees-----) only together with proportionate share of land soil underneath and for whereupon the said building has been erected or constructed together with the right of common space, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient of its exit and entrance, maintenance for common use, motor pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection and the description of common facilities and common enjoyment and common parts and areas and rights, which has been mentioned more fully and particularly in the **THIRD SCHEDULE** hereunder written with lawful aforesaid consideration price, and also undertake to pay all the common charges, fees, duties, levies, rents, impositions, outgoings etc. as may be required for the purpose of the said flat and also for purposes of the said building with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

NOW THIS INDENTURE WITNESSETH that In pursuance of the said agreement and in consideration of the said sum of Rs.------(Rupees-----) only

trust paid by the purchaser to the Vendor in the manner stated in the memo of consideration hereunder written, the receipt whereof the Vendor hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the purchaser as well as the said flat along with the proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Vendor do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT one self contained Flat No.----- containing a carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit** situated at ----- side, on the ----Floor, of the said G+III storied building of Holding No. 186, Radhagobinda Pally, Ward No. 12 of Rajpur Sonarpur Municipality, P.S.- Sonarpur, District-South 24 Parganas which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat together with the undivided proportionae share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other having covenants conditions and stipulations etc. to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor upto and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/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 No. ----** situated at - ----- side, on the -----Floor, of the said G+III storied building(SANDHA APPARTMENT) having right to use, occupy, own possess the said flat as mentioned in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the purchaser/purchasers paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and other outgoings so long separate assessment is not made for the said flat in the name of the purchaser/purchasers.

The Vendor do hereby covenant with the purchaser/purchasers as follows:-

1. **NOTWITHSTANDING**, anything hereinbefore done or suffered to the contrary. the Vendor have good and absolute right, title and authority to grant, convey, transfer, assign and assure the said all that piece and parcel of flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with facilities as described 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 has not done or suffered knowingly

from anything whereby the said flat 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 or revenue authority.
3. That the purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from any out of the said flat without any hindrance, interruption, claim, disturbances or demand from or by the Vendor or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, 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 up to the date of handing over the possession of the same to the purchasers, shall be paid by the Vendor and if any portion of any tax, impositions etc. be found to have remained nonpaid for the period as mentioned above, liability shall be recoverable from the date to delivery of possessions unto the purchasers and the purchasers shall pay the entire taxes and outgoings in respect of the said flat.
5. The Vendor shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the purchasers to the property hereby sold and conveyed or any mistake or deficiency in the extent of description or other particulars of the said property.
6. The Purchaser, and his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, mortgage, sell, convey and assign the said flat.
7. The Purchaser 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. save and except the place reserved for the said purpose.
8. The Purchaser/Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their taxes are separately assessed by the Rajpur Sonarpur Municipality.
9. That the Purchaser shall not store any inflammable article, fire works install any machineries, electrical motor and/or start any Commercial business in the said flat which may cause sound pollution /air pollution, smoke etc. to the occupant of the other flat in the building.
10. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.

11. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners herein including proportionate share of the assessed amount by the Rajpur Sonarpur Municipality and Land revenue.
12. The Purchaser have declared that they have no claim in respect of the other constructed area or other saleable spaces in the premises, save and except the flat hereby conveyed and common area and common facilities specified by the Vendor herein.
13. The Purchaser also declares that the exclusive right of the Vendor shall remain for any addition or modification or commercial exploitation to construct the said building with prior permission of the Rajpur Sonarpur Municipality except the flat hereby conveyed.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of the said Land \ Entire Property)

ALL THAT a piece and parcel of 7 Cottah 12 Chittak of Land under Mouza Sonarpur, J.L. No.-39, Revenue Survey No. 13, Touzi 109 under C.S. Khatian No. 451, R.S. Khatian No. 496, C.S. Dag No. 1533, R.S. Dag No. 1532, Holding No – 186, Radhagobinda Pally, Ward No. -12 under Rajpur Sonarpur Municipality, P.S. & A.D.S.R Office – Sonarpur, District 24 Parganas South.

THE PROPERTY IS BUTTED AND BOUNDED BY:

ON THE NORTH: Land of R.S. Dag No. 1534

ON THE SOUTH: Land of R.S. Dag No. 1555

ON THE EAST: 16' Road

ON THE WEST: Land of R.S. Dag No. 1531

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat agreed to be sold)

ALL THAT a self contained Flat being **Flat No ----- on ----- Floor in ----- side**, measuring -----Sq. Fit Carpet Area, ----- Sq. Fit. Built –Up Area, -----**Sq. Fit. Super Built-up Area** more or less consisted of -----Bed Rooms, Dining Room, one Kitchen, Two Toilets and a Balcony in the said new G+III storied building constructed upon the land more fully described in the FIRST SCHEDULE herein above **TOGETHER WITH** the undivided proportionate impartibly share in land and right of easement on the common passage and right of common areas & facilities of the said building **SANDHA APARTMENT, which is morefully described in THIRD SCHEDULE herein under.**

ON THE NORTH: -----

ON THE SOUTH: -----

ON THE EAST: -----

ON THE WEST: -----

---: THE THIRD SCHEDULE ABOVE REFERRED TO: ---

PART – I

(Common Parts and portions)

- a) Staircase from ground Floor to top floor, ultimate roof of the building.
- b) Landing/hand railing and other fixture installed in the staircase.
- c) Common passage for ingress and egress from main Municipal Road to the building.
- d) Sewerage, septic tank, drainage, electric connections, connected installations in the building.
- e) Overhead and underground Reservoirs, Motor Pump, Water Supply, Water eviction pipes, fittings save and except the installations made inside the said flat.
- f) Foundations, columns and outside walls of the building including the boundary walls of the entire premises.
- g) All electrical installations, common Electric Meter Space, fixture, fittings in respect of the entire building as would be specified by the Developer/Vendor. Such other equipments, installations, fixtures and fittings in respect of entire building/premises as would be specified by the Vendor from time to time.

PART – II

(The Easements)

- 1) Rights of vertical and lateral supports;
- 2) Rights of using the common passage and utility of the common installations, e.g. water, electricity etc.

- 3) Rights of passage of electrical, water, telephone and other cables and pipes through every part of the Building including all the units therein.
- 4) Rights of entry with reasonable notice for the Purpose of repair and maintenance of any unit in the building provided in emergent circumstances such rights can be enjoyed without any notice.
- 5) Rights of entry and do the necessary works for repainting, repairs, renovation of every part of the Building over each of the Unit therein.
- 6) Rights of common enjoyment of all common paths, and common portions in the premises and in the building including the right to go the terrace for the purpose of maintaining and managing the common parts.
- 7) None of he parties will be entitled to block any passage or to alter any common passages, which includes the Vendors, other flat owners, including the purchaser herein in the said building at the said premises.

----: THE FOURTH SCHEDULE REFERRED TO ABOVE : -----

(The Common expenses and maintenance of the building)

- a) The Expenses for maintenance, operating, re-white, washing, re-painting, redecorating and lighting the common portions including the outer walls of the building and boundary walls, water pump with motor etc.
- b) The salaries and other expenses for all persons employed for the common purpose.
- c) All charges and deposits for supplies of common utilities;
- d) Municipal and other rates, taxes and levies and all other outgoing save those separately assessed or incurred in respect of the Unit/Flat.
- e) Cost of establishment and operations of the Association relating to the Common Purpose.
- f) Litigation expenses incurred for the common purposes.
- g) Office administrative over-head expenses incurred for maintaining the officer for Insurance of the Building.
- h) The Purchaser at his/her own costs and expenses will make emergency repair if it relates to his Unit/Flat and bear proportionate costs and expenses if it relates to the common areas and facilities to prevent any damage of the Bilding.

AND the other expenses and outgoings as deemed by the Vendors or by the Association upon its formation and taking over maintenance and management of the building as necessary or incidental for the common purpose including for creating a fund for replacement, renovation, repainting and/ or periodic repainting of the common portion or areas. The Purchaser shall have to bear proportionate maintenance cost even if he rents or remains absent from the flat.

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

SIGNED, SEALED AND DELIVERED

By the VENDOR above named

In the presence of:-

1.

SIGNATURE OF THE VENDOR/DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. -----(~~-----~~ **only**) out of total consideration of Rs. -----
----- for sale of the said ----- **on** ----- **Floor in** -----
side, at the said Holding as per Memo below:

MEMO OF CONSIDERATION

Date	Mode	Amount
-------------	-------------	---------------

(Rupees ----- **only**)

Witnesses:

1

SIGNATURE OF VENDOR/DEVELOPER

2.