

DEED OF CONVEYANCE

ASSESSED MARKET VALUE OF RS.____/-,INDENTURE OF Rs.

_____/-

QUERY NO._____

THIS INDENTUREmade on this _____ day of _____, Two Thousand and
Twenty-Three (2023)

BETWEEN

A. Sri Sankar Ghosh Dastidar S/O Late Narayan Chandra Ghosh Dastidar by occupation- Business, 2) Sri Goutam Ghosh Dastidar S/O Narayan Chandra Ghosh Dastidar by occupation- Business all are faith Hindu, by nationality- Indian, all are 6, Chhittaranjan Sarani, Kolkata-700127 is the absolute and lawful owner of Mouza - Hariharpur, J.L. No. 41, L.R. Dag No. 1053, L.R. Khatian No. 8512, 8513 & 8514, Ward no. 8, Holding No. 545, Chittaranjan Sarani,, under Barasat Municipality, P.S. Barasat, District - North 24 Parganas,Hereinafter jointly and collectively referred to as the **“OWNERS”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators, legal representative, and/or nominees) of the **FIRST PART**;

AND

The Sreekrishna Construction, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 1746, Netaji Subhash Road, Ward no. 32, Kolkata, Dist. – North 24 Parganas, (PAN : AALFT4944P), represented by its Partner 1) **Sri Sishir Das**, S/O Late Gour Das residing at Vivekananda Sarani, Udayrajpur Dakshin Para, Kolkata-700129, 2) **Sri Tapas Halder** S/O Late Kalyan Halder, residing at Netaji Subhas Road, Kolkata-700127, all are by faith Hindu by occupation – Business, by nationality- Indian hereinafter referred to as the “**DEVELOPER**” (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrator, legal, representatives, successor- in-interest and/or nominees) of the **SECOND PART**;

AND

[If the Allottee is a Company]_____, (CIN No....) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____(PAN _____), represented by its authorized signatory, _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a Partnership], _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____) represented by its authorised partner, _____ authorised vide _____

hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a HUF]

Mr./Mrs. _____ son/daughter of _____ aged about FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at _____ (PAN _____)

hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is an individual]

Mr./Mrs. _____ son/daughter of _____ aged about _____ residing at _____ (PAN _____)

hereinafter referred to as the Purchasers (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Developer and Purchasers shall hereinafter collectively be referred to as the Parties and individually as a Party of the **THIRD PART:**

SECTION- I # INTERPRETATION:

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- (i) **“Agreed Consideration”** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.
- (ii) **“Architects”** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.

- (iii) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (iv) **“Buildings”** shall mean **2, 2^{1/2} and 3 BHK** Apartments having One Block of Apartments a total of **34** apartments of different types in G+IV storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.
- (v) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.
- (vi) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (vii) **“Car Parking Area”** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (viii) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase;
 - ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;

iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;

iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;

v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;

vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

vii) all community and commercial facilities as provide in the real estate project;

viii) all other potion of the project necessary or convenient for its maintenance, safety etc., and in common use;

(ix) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.

(x) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are morefully and particularly mentioned in the **THIRD SCHEDULE** hereto.

(xi) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.

(xii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major

maintenance which shall be held by the maintenance Agency/Company/Association.

- (xiii) “**Family Members**” shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

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

1.

2.

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

1.

2.

SIGNED AND DELIVERED

by the **PURCHASERS** at **Kolkata**
in the presence of:

1.

2.

MEMO OF CONSIDERATION

RECEIVED on the day month and year first above written of and from the within named Purchasers the within mentioned sum of **Rs. _____ /- (Rupees _____ only)** paid as and by way of full consideration in terms of these presents.

Sl. No.	Details	Amount (Rs)
1	By cheque no. _____ dated _____	
2	By cheque no. _____ dated _____	
3	By cheque no. _____ dated _____	
4	By cheque no. _____ dated _____	
5	By cheque no. _____ dated _____	
6	TDS (_____)	
7	By cheque no. _____ dated _____	

TOTAL
(RUPEES _____ ONLY)

WITNESSES:

1.

(OWNERS)

2.

(B U I L D E R)