

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this      day of                      , Two  
Thousand.....

### B E T W E E N

(1) **SMT. BARNALI SAMANTA**(PAN-\_\_\_\_\_), W/O of Sri Pranabesh Samanta, by faith : Hindu, by occupation : Business, residing at Chhotokhelna, P.O. Maligram, P.S. Pingla, Dist- Paschim Medinipur.

(2) **SRI MANABESH SAMANTA**(PAN-\_\_\_\_\_), son of Nitai Chand Samanta, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 2Chhotokhelna, P.O. Maligram, P.S. Pingla, Dist- Paschim Medinipur. for selves and as attorney of (3) **SRI PRANABESH SAMANTA**(PAN-\_\_\_\_\_) son of Nitai Chand Samanta by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 2Chhotokhelna, P.O. Maligram, P.S. Pingla, Dist- Paschim Medinipur. all are by faith Hindu by occupation Business and all are Land Lord , herein after called and referred to as “the **VENDORS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

### AND

**M/S RAJLAXMI CONSTRUCTION** (PAN-\_\_\_\_\_ ) a Partnership Firm, having its registered Office at Vill & P.O. Maligram, P.S. Pingla, Dist- Paschim Medinipur. represented by its Partners namely (1) **SMT. BARNALI SAMANTA**(PAN-\_\_\_\_\_), W/O of Sri Pranabesh Samanta, by faith : Hindu, by occupation : Business, residing at Chhotokhelna, P.O. Maligram, P.S. Pingla, Dist- Paschim Medinipur.

**SRI MANABESH SAMANTA**(PAN-\_\_\_\_\_), son of Nitai Chand Samanta, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at

2Chhotokhelna, P.O. Maligram, P.S. Pingla, Dist- Paschim Medinipur. for selves and as attorney of (3) **SRI PRANABESH SAMANTA**(PAN- ) son of Nitai Chand Samanta by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 2Chhotokhelna, P.O. Maligram, P.S. Pingla, Dist- Paschim Medinipur herein after jointly 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 successors in office and assigns) of the **SECOND PART**;

**AND**

**SRI** \_\_\_\_\_ (**PAN-** \_\_\_\_\_ ) son of ..... by faith..... by nationality Indian by occupation..... residing at....., hereinafter called and referred to as “the **PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of his heirs. executors. administrators, legal representatives and assigns) of the **THIRD PART**.

**DEFINATIONS** : For the purpose of this Agreement for Sale, unless the context otherwise requires :-

(a) “Act” means the west Bengal Housing Industry regulation Act, 2017 (West Bengal Act X L I of 2017) ;

(b) “Rules” means the west Bengal Housing Industry Regulation Rules 2018 made under the west Bengal Housing Industry Regulation Act, 2017 ;

(c) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 ;

(d) “Section “means a Section of the Act. Sanction Memo No.: 1151/P on 16/09/2019 under Paschim Medinipur Zilla Parishad.

**WHEREAS:**

A. That the owners herein (being owner No.1,2 and 3) by virtue of different Registered documents and/or title deeds have jointly acquired and are presently seized and possessed of and otherwise well and sufficiently entitled to as absolute joint owners of ALL THAT piece and parcel of Bastu land containing by estimation an area of about 7.66 decimals be the same a little more or less together with Kuchha structure, lying at Mouza- Chotokhelna, J.L.No. 195, Corresponding to R.S. Khatian Nos.1668,1669,1670 under jurisdiction of Maligram G.P.within Pingla Panchayat Samity in the District of Paschim Medinipur.

**AND WHEREAS** the owners herein mentioned above have purchased the said property specifically noted herein below :-

1. The Land Owners above named are the lawful joint owners and have been in exclusive possession and together with every right title and interest in respect of the aforesaid total landed property measuring more or less 7.66 decimals by way of lawful gift/purchase together with structures standing thereon appertaining to Mouza – Chotokhelna, J.L. No. 195,

corresponding to L. R. K Dag Nos. 198 land area in each as described in the schedule 'A' below, within the jurisdiction of

2. Swapan Kumar Jana. and Sebak Kumar Jana jointly sold and transferred some portion of land out of their said total land to one Ilaradhan Nanda and were in possession of the remaining land measuring about 7.66 decimals by mutating their names in the office of the sub registri office pingla as it is now known J.L. No. 195, corresponding to L. R. K Dag Nos. 198

3. That the owners herein have jointly got a piece and parcel of land measuring about 7-66 decimjals of land (along with other landed property) appertaining to J.L. No. 195, corresponding to L. R. K Dag Nos. 198 under P.S. Pingla, A.D.S.R. Office Pingla, within the jurisdiction of Pachim Medinipur

4. That the owners herein have jointly got a piece and parcel of land measuring about 7.66 decimals of land (along with other landed property) appertaining to J.L. No. 195, corresponding to L. R. K Dag Nos. 198 District: Paschim , by virtue of a valid kregistered deed of Gift being No.784 for the year 2011 executed and registered , before the A.D.S.R. Pingla from their father FOLEHAR Late Lalit Mohan Jena.

**THEREBY** the owners referred herein above after obtaining the aforesaid plot of land by virtue of those deeds of conveyance /gift and since then they have been physically and exclusively enjoying and possessing the aforesaid plots of land and they have mutated their name before the B.L. & L.R.O. Pingla, corresponding J.L. No. 195, corresponding to L. R. K Dag Nos. 198 District: Paschim , by virtue of a valid kregistered deed of Gift being No.784 and possessing the same with free for all encumbrances.

**AND WHEREAS** for the purpose of Developing the aforesaid property or properties one agreement for development was executed by and between the above named Owners and the Developer on 9<sup>th</sup> November 2019 and the said Development Power of attorney was registered in the office of the A.R.A.-III, Kolkata and which was recorded in Book No.IV., Volume No. 3490/2019, by which the said Owners empowered the

said Developer for making Real Estate Project or Projects with the West Bengal Housing Industry Regulatory Authority under the provisions of the Act, Rules and Regulations and other Rules, Regulations, Circulars and Rullings issued there under from time to time.

**AND WHEREAS** the owners and the promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the title of the owners to the said Property and the Promoter's right and entitlement to develop the said property on which inter alia the project is to be constructed have been completed.

**AND WHEREAS** The Owners have duly intimated the RBGP about commencement of construction of the Project vide its letter dated – 27/12/2019.

**AND WHEREAS** the Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project ( including for the said apartment and the said tower/Building from the competent authority) which is presently being developed as a Phase (Phase-1) of the Whole Project (defined in Recital (iii) below ). The Promoter agrees and undertakes that it shall not make any changes to approved plans of the Real Estate Project except in strict compliance with section 14 of the Act and other laws as Applicable.

**AND WHEREAS** the Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory authority at Kolkata on under Registration No.

**AND WHEREAS** the Allottee/Purchaser had applied for an apartment in the Project vide application No. dated and has been allotted Residential Apartment No. on the floor, having carpet area of square feet, more or less, being more particularly described in Schedule 'B' below and the layout of the apartment in delineated in RED Colour on the Plan annexed hereto and marked as Annexure "2" ("said Apartment") in Tower/Building No. (Said Tower/Building) together with the right to park in the parking space/s more particularly described in Schedule 'B' below (said parking space) and together with pro-rata share in the common areas of the Real Estate Project ( Share In Common Area), the said common area of the Real Estate Project being described in Schedule 'E' below ( Common Areas) and also together with undivided impartible proportionate and variable share in the land underneath the said

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Tower/Building as be attributable and appurtenant to the said Apartment ( Land Share). The said Apartment the said Parking Space (if any ) the share In Common areas kland the land share,



collectively described in schedule 'B' below (Collectively "said Apartment and Appurtenances").

**AND WHEREAS** the Parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

**AND WHEREAS** for the purpose of aforesaid purchase one Agreement for sale was entered into by and between the said Owners/Vendors, /Developer/Promoter and Allottee/Purchaser one Agreement for sale was executed and registered on and which was registered in the Office of the and recorded in Book No.I, Volume No. Pages from to , Being No. for the year in connection with purchase of the Flat/Apartment being Apartment No. under Phase – ( ) on the floor measuring more or less sq. feet Carpet area and together with one Car Parking space at the basement of /floor being parking No. measuring more or less sq.feet carpet area and which more fully written hereunder in the Schedule 'B' in details and also delineated in the annexed Map or Plan by RED Colour Border attached to the said Agreement for sale and together with common right of user of all existing common facilities, amenities, utilities and easements available therein in the said building/Block / Phase – ( ) and together with common right of user of common facilities, paths, passages etc. available therein the said building or premises at or for the total consideration of **Rs. /- (Rupees )** only as earnest money or advance in terms of payment schedule written in the said Agreement rfor sale to the Vendors/Owners/Developer/Promoter.

**AND WHEREAS** in terms of the said agreement for Sale, the Promoter/Developer has constructed the Building

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under Phase-( ) in all respect as per sanctioned building plan approved by the authority and requested the intending buyer/purchaser/allottee to take Phisycal Possession of the said Flat/Apartment by Completion of execution and registration of Deed of Conveyance.

**AND WHEREAS** the Purchaser/Allottee in terms of the payment schedule written thereat in the said agreement for sale has paid the total sum to the Vendors/owners, Developer/Promoter being the total sum of sale consideration of **Rs. /- (Rupees )** only to the Owners/Vendors, Developer/Promoter as per Memo below written hereunder in details and on receipt of the said total sale consideration and together with other costs, and expenses the Owners/Vendors/Developer/Promoter do hereby admit and acknowledge the same as per memo below written hereunder in the Memo of Sale Consideration.

**NOW THIS INDENTURE WITNESSES** that in pursuance of the said Agreement and in consideration of the sum of **Rs. /- (Rupees )** only paid by the Purchaser/Allottee to the Vendors/Owners and/or Developer/Promoter on or before the execution of these presents and by receipt whereof the Vendors/Owners and/or Developer/Promoter do hereby admit and acknowledge as per Memo below and of and from the same release and discharge the Purchaser/Allottee and the said property written hereunder in details in the Schedule 'B' below, the Vendors/Owners and/or Developer/Promoter as lawful owner of the said property do hereby grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser/Allottee free from all encumbrances and attachment , ALL THAT the said property written hereunder in the Schedule 'B' in details and being the said Flat/ Premises delineated in the annexed Map or Plan by **RED** Colour border and together with undivided impartible proportionate share of land of the Schedule 'A' property above referred to and together with enjoyment of all other common facilities, amenities, utilities and easements available therein in the said building or premises belonging thereto, ALL THAT the

estate, right, title, interest, claim and demand whatsoever of the Vendors/Owners and/or Developer/Promoter into and upon the said property described in the Schedule 'B' in details and every part thereof in law and in equity **TO ENTER UPON AND TO HAVE HOLD OWN AND POSSESS** the same unto

and to the use of the Purchaser, his/her heirs, executors, administrators, representatives and assigns, absolutely and forever together with the copy of title deeds, writings, muniments, documents and other evidences of title AND THE Vendors/Owners and/or Developer/Promoter are lawfully seized and possessed of the said property free from all encumbrances, attachments or defect in title whatsoever and the Vendors/Owners and/or Developer/Promoter have full power and absolute authority to sell the said property written hereunder in the Schedule 'B' in manner aforesaid according to the true intent and meaning of this deed and the Purchaser/Allottee shall hereafter peaceably and quietly hold possess and enjoy the said purchased flat described in the Schedule 'B' and also delineated in the annexed Map or Plan by **RED** Colour border in Khas or through tenants without any claim or demand whatsoever from the Vendors/Owners and/or Developer/Promoter or any person or persons claiming through or under her/him. AND FURTHER that the Vendors/Owners and/or Developer/Promoter his/her/their heirs executors, administrators, representatives and assigns, covenant with the Purchaser his/her heirs, executors, administrators, representatives and assigns to save harmless, indemnify and keep indemnified the Purchaser, his/her heirs, executors, representatives and assigns from or against all encumbrances, charges and equities whatsoever. AND the Vendors/Owners and/or Developer/Promoter their heirs, executors, administrators, representatives and assigns do or execute or cause to be done all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner aforesaid according to the true intent and meaning of this Deed.

**THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS/OWNERS AND/OR DEVELOPER/PROMOTER as follows :-**

1. The Purchaser shall pay proportionate share of maintenance and service charges to the Vendors/ Owners and/or Developer/Promoter or to the Real Estate authorities proportionately each and every

month for the benefit and enjoyment of all common utilities, amenities, facilities and easements.

2. The Purchaser shall not keep or store any goods or articles outside the said flat or in any portion of the common area.

3. The purchaser shall not do anything against the interest of the said Real Estate authority.

4. The Purchaser shall pay proportionate share of Municipal taxes to the said Real Estate authority till the Purchased flat be assessed separately by the Local Authority.

5. The purchaser being lawful owner shall enjoy the said ownership flat for residential purpose only.

6. The Purchaser shall be entitled to use and enjoy all common facilities, amenities, easements in the said new building with other flat owners together with all other common parts with other flat owners and occupiers.

7. The Purchaser shall not have any claim over the other units/flats in the said building in any way.

### **SCHEDULE –A.**

(Description of the entire landed property)

ALL THAT piece and parcel of Partly Danga and Partly Bastu land measuring an area of about 88.22 (eighty eight point two two ) decimals be the same a little more or less together with Tiles Shed structure measuring about 100 sq. ft. ( which shall be demolish for the purpose of proposed construction) thereon lying and situated at Mouza – Baluria, J.L. No.37, corresponding to R.S.Khatian Nos. 363, 202, 211, 495 & 275 and L.R. Khatian Nos. 1669, 1501 and 1180, comprising in L.R. and R.S. Dag Nos. 712, 713, 714, 715 and 694 specifically

described herein below, within the jurisdiction of Barasat Municipality, Ward No.5 (old 26) Holding No. 1394 Barackpur Road, A D S R Office Kadambagachhi, P.S. Barasat, District: North 24-Parganas.

And shown and delineated in **RED** in the Map or Plan annexed hereto.

**Sl. R.S/ L.R.Dag L.R.Khatian Nos. Nature of Area.**

**No. Nos(more/less) Land Decimals.**

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**Total area of land is 7.66 decimals.**

The aforesaid total land is butted and bounded as follows :-

**On the North:** By name Motiur Rohoman

**On the South:** By 20 feet road.

**On the East :** By name Swagatam Jena and Pritam Jena

**On the West:** By name Anil Jena.

#### **SCHEDULE – B.**

(Description of apartment and appurtenances hereby allotted/Sold Allottee / Purchaser.)

(a) The said Apartment, being residential Apartment No. on the floor, having super built up area of square feet more or less and corresponding carpet area of



sq. feet, more or less, in Tower/Building No. . The layout of the said apartment is delineated in RED Colour on the Plan annexed hereto and marked as ANNEXURE – 2.

(b) The said Parking Space, being the right to Park medium sized car /or two wheeler/s in the said Complex and medium sized car/s and/or two wheeler/s in the

Multilevel parking space of the said complex and medium sized car/s and/or two wheeler/s in the open space at the ground level of the said complex ;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the common areas of the Real Estate Project described in Schedule – E below as be attributable and appurtenant to the said Apartment, subject to the terms and conditions of this Agreement. ; a n d

(d) The Land Share, being undivided, impartible proportionate and variable share in the land underneath the said Tower/Building as be attributable and appurtenant to the said Apartment.

### **SCHEDULE –‘C’.**

(Description of common areas and common Utilities.)

1. Entrance paths and passages for ingress and egress ;
2. Roof of the Main building of Block –
3. Stair case leading from ground floor to roof top.
4. Loft, Lobbies, lift, Generator, Electric Motor and pump, and other accessories.

5. Under ground water reservoir, over head water tank, main water line, common electric meter for common areas and common purposes.
6. All sides boundary walls, and common areas excluding Car Parking spaces.
7. Generator Room, Residential and commercial Generator, Electric Meter space, care takers room and out side wall of the main building or block.
8. Other common services and utilities for enjoyment of common facilities except the Temporary Guest Parking & Commercial front side of buildings.

#### **SCHEDULE – D.**

##### PAYMENT SCHEDULE.

Received from the within name Purchaser the sum of Rs.  
/- (Rupees /- only as full sale consideration in terms of  
this sale deed as per memo below :-

##### **M E M O.**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

10.

11.

12.

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Total = -----

\_\_\_\_\_

**Signature of the Owners/Vendors.**

\_\_\_\_\_ **Signature of the  
Developer/Promoter**

IN WITNESSES WHEREOF the Parties have hereunto set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED,SEALED & DELIVERED in

Presence of :

**WITNESSES;-**

**1.**

**2.**

**3.**

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**2. Signature of the Owners/Vendors.**

1.

Drafted by and prepared in 2.

The office of :

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**Signature of Developer/Promoter.**

Advocate

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Signature of the Purchaser.