

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this day of,
Two Thousand and Nineteen **BETWEEN M/S. DEEPAJ
CONSTRUCTION PVT. LTD.**, a company incorporated under the
Companies Act 1956, having its registered office at 48/1A, Dr. Suresh
Sarkar Road, P.S. Beniapukur, P.O. Entally, Kolkata – 700 014 (**PAN
No. AACCD5069P**), represented by its Director **SMT. JAYATI PAUL
(M-9836968333) (AADHAAR No. 315531651768)**, wife of Sri Madhab
Ch. Paul, by faith Hindu, by nationality Indian, residing at 17, Suren
Tagore Road. P.S. Gariahat, P.O. Ballygunge, Kolkata – 700 019 (**PAN
No. AKEPP6359B**), hereinafter called the **OWNERS/DEVELOPER**
(which expression shall unless excluded by or repugnant to the subject
or context hereof be deemed to mean and include their legal heirs,
executors, administrators, successor or successors in office, legal
representatives and/or assigns) of the **FIRST PART**.

AND

1) **SRI/SMT.** (**M**-.....) (**PAN No.**) (**AADHAAR No.**), son/wife of **AND 2) SRI/SMT.** (**M**-.....) (**Pan No.**) (**AADHAAR No.**), son/wife of, by faith Hindu, by nationality Indian, residing at, P.O. & P.S., Kolkata -, hereinafter called the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include their legal heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART.**

WHEREAS by a registered Deed of conveyance and for the consideration mentioned therein, one sold granted and transferred in favour of Sri all that the piece and parcel of land measuring about cottahs chittaks sqft. and the said Deed was registered in the office of the Sub-Registrar at and recorded in Book no. Volume no. pages to, being for the year and after such purchase the said was in use, occupation and enjoyment of the said land as absolute owner thereof.

AND WHEREAS after the aforesaid purchase, the said duly mutated his name in respect of the said property in the records of Kolkata Municipal Corporation and it has been assessed at present as premises no. 8, Sarat Ghosh Garden Road, Kolkata – 700 031, Assessee no. and erected a storied house (for the sake of brevity hereinafter called as the ‘said property’ and more fully and particularly mentioned and described in the Schedule “A” written hereunder) and was in use occupation and enjoyment of the same as absolute owner thereof.

AND WHEREAS Sri/Smt., son/wife of, leaving behind namely Sri/Smt. Thus they became joint owners of the said property having share each in the said property.

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AND WHEREAS the present **OWNERS** is enjoying the schedule property free from all encumbrances' charges liens and/or attachments whatsoever after paying the necessary taxes to the competent authority and have a clear and marketable title to the property.

AND WHEREAS to get the said property developed the owners decided to construct the proposed building in the said property at its own costs efforts and expenses sell and/or dispose of spaces in the proposed building to intending purchasers at its own discretion as per the sanction plan and as per specifications provided in the **FIFTH SCHEDULE** written hereunder.

AND WHEREAS the Purchasers after satisfying their self about the right title interest of the Owners in respect of the said property agreed to purchase one self contained flat having an area of **Sq.ft.** (super built up area) on the floor (North-East-West Side) marked “.....”, consisting of bed rooms, sitting, 1 (one) kitchen, toilets, 1 (one) verandah, together with proportionate share of land corresponding thereto at premises no, 8, Sarat Ghosh Garden Road, Kolkata – 700 031, particularly detailed in the second schedule hereunder written hereinafter referred to as the “**said flat/unit**” in the proposed building and accordingly the Owners agreed to sale and/or cause to transfer the said flat/unit and car parking space at or for a total consideration of **Rs./- (Rupees**) only free from all encumbrances, charges, liens, attachments, whatsoever and entered into an Agreement for Sale dated day of,

AND WHEREAS accordingly the Owners/Vendors herein, the Purchasers herein are executing these presents.

That in this agreement unless it is contrary or repugnant to the context the following definition shall have the following meaning:

PREMISES : - Shall mean Municipal Premises No. **8, Sarat Ghosh Garden Road, Kolkata – 700 031**, situated thereon more fully and particularly described in the First Schedule appearing hereunder.

BUILDING : - Shall mean the proposed building constructed at the said premises by the Owner in accordance with the plan sanctioned by the Kolkata Municipal Corporation.

PLAN :- Shall mean the plan or plans of the proposed building sanctioned by the Kolkata Municipal Corporation in the name of the present owners vide B.P. No., Dated, **Approved by**, **Dt.**, and also obtained completion certificate from The Kolkata Municipal Corporation dated, in respect of the property being K.M.C. Pre. No. **8, Sarat Ghosh Garden Road, Kolkata – 700 031**.

DEVELOPER :- Shall mean **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, a company incorporated under the Companies Act 1956, having its registered office at 48/1A, Dr. Suresh Sarkar Road, P.S. Beniapur, P.O. Entally, Kolkata – 700 014 and/or their heirs, executors, successor or successors in office legal representatives, administrators and/or assigns.

PURCHASERS :- shall mean 1) **SRI**, son of **AND** 2), wife of, both residing at....., Kolkata – 7000.... and their legal heirs, representatives, executors, administrators and/or assigns.

FLAT/UNIT :- Shall mean a flat/unit in the proposed building including all fittings and fixtures therein along with undivided impartible proportionate share of land appurtenant thereto hereby constructed by the Owners for and on behalf of the Purchasers and more fully described in the second schedule hereunder written.

BUILT UP AREA :- Shall mean the built up area measuring at floor level of the said flat/unit taking the external dimension of the unit including proportionate built up area of the stair case.

PROPORTIONATE OR PROPORTIONATE SHARE :- Shall mean the undivided impartible proportionate share in the land (more fully described in the First Schedule hereunder written) and also the proportionate share in the common portions and all other common rights and liabilities including the common expenses and rates and/or taxes until assessed in respect of the said flat/unit.

COMMON PORTION :- Shall mean the common portions in the proposed building as fully described in the third schedule hereunder written.

COMMON EXPENSES :- Shall mean the expenses described in the fourth schedule hereunder written.

CO- OWNERS :- Shall mean according to its context mean all persons who have agreed to own unit and/or residing in the proposed building including the un-acquired units till acquired by others.

ASSOCIATION :- Shall mean the Association to be formed by all the co-owners of the proposed building through the Owners.

ARCHITECT :- Shall mean the Architect/L.B.S. as may be appointed by the Owners for the proposed building.

ADVOCATE :- Shall mean such Advocate as may be appointed by the Owners.

That singular shall mean plural, masculine shall mean feminine and vice versa.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale dated day of, arrived by and between the parties hereto and in consideration of a sum of **Rs./- (Rupees**) only paid by the Purchasers to the Owners which includes the value of the proportionate share of land and cost of construction corresponding to the said flat/unit the receipt of which sum the Owners hereby acknowledge to have received as per the Memo given below and the said Owners doth hereby grant, sale, convey, transfer, assign, assure unto the Purchasers free from all encumbrances the flat/unit specifically mentioned in second schedule hereunder written having one self contained flat having an area of **Sq.ft.** (super built up area) on the **Floor** (..... Side) marked “.....”, consisting of bed rooms, 1 (one) sitting, , 1 (one) kitchen,toilets, 1 (one) verandah, as per K.M.C. sanction plan together with undivided proportionate share of land corresponding thereto at premises No. **8, Sarat Ghosh Garden Road, Kolkata – 700 031**, referred to as the “said flat/unit” in the said building including half the depth of the floor and ceiling of the said flat/unit with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical, all internal partition walls of the “said flat/unit and 50% of the walls in common with the adjacent flat/unit on the same level but not the floor above it **TOGETHER WITH** the right of use of the staircase the landings and proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the owners of the said building thereto which the said Owners has already constructed **TOGETHER WITH** all perpetual and irrevocable rights and benefits to use the common passage paths and other common parts/portions common amenities and common conveniences relating thereto (more fully and particularly described in the Third Schedule hereunder written) along with the other co-sharers of the said building for the beneficial use and enjoyment of the same and also the Purchasers agreeing to comply with all the terms and conditions and stipulations as contained herein **AND** together with all easements quasi easements, rights, privileges more particularly described hereunder and the reciprocal easements, quasi-easements **AND ALSO** the reversion or reversions remainder or remainders and the rents, issues and profits thereof or howsoever otherwise the said flat/unit or any part thereof now are or is or at any time hereto before were or was situated tenanted, butted and bounded reputed called known numbered described or distinguished **TOGETHER WITH** those walls, yards, ways compound paths, passages, water, watercourse, sewerage, drain, trees, plants, advantages and ancient and other rights, lights, liberties, easement, profits privileges, advantages, appendages and appurtenances appertaining to the said

flat/unit belonging to or any way appertaining whatsoever or with the same or any part thereof now or at any time therefore usually held used occupied or enjoyed or reputed therewith **TOGETHER WITH** all deeds documents writing vouchers or other evidence title relating to the said flat/unit or any part thereof all estate right title and interest use inheritance property possession benefit claims and demand whatsoever both at law and in equity of the Owners/Developer unto or upon the said flat/unit or any part thereof **TO HAVE AND TO HOLD** the said flat/unit along with proportionate impartible undivided share in the said land corresponding to the said flat/unit hereby sold, conveyed, transferred to the Purchasers absolutely **AND THAT** the Owners doth hereby covenant and agree with the Purchasers that notwithstanding any act deed matter or thing hereto done executed or knowingly suffered whatsoever by them or any person lawfully or equitably claiming by from or through under or in trust for them made done commit or committed or intentionally suffered to the contrary the Owners now are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat/unit hereby sold, conveyed, assigned, assured and expressed so to be and every part thereof being perfect and indivisible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever **AND** the Owners now have in themselves good right full power lawful and absolute authority to sell, convey, transfer, assign and assure the said flat/unit hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and to the use of the Purchasers with all other Co-Purchasers subject to the Owners rights reserved in the manner described herein free from all encumbrances, charges, liens, claims and demands whatsoever absolutely and for ever **AND** it shall be lawful for the Purchasers from time to time and at all times hereinafter peaceably and quietly possess, to enter upon and enjoy the said flat/unit as being described in the Second Schedule hereunder written for use and enjoyment of the same and to get the benefit and receive rents issues and profits thereof without any suit lawful eviction interruption claim and demand whatsoever for or by them or by the Owners or by any person or persons lawfully or equitably claiming through under or in trust for them and **SUBJECT NEVERTHELESS** to the payment by the Purchasers of their proportionate share of all taxes common expenses other outgoings and dues now chargeable upon the same or which may hereafter become payable in respect thereof to the Government, Statutory Body or Bodies **AND THAT** the Purchasers undivided proportionate interest in the soil as fully described in the First Schedule hereunder written shall remain joint for all times with other co-owners who may hereafter or hereto before acquire have acquired right, title, interest in respect of other units and it is hereby declared that such interest in the said land is impartible and the Purchasers shall not

have any claim or right of any nature in other units of the said building **AND THAT** the Purchasers shall maintain at their own cost the said flat/unit in the same good condition and state under which the same is delivered to them and shall abide by all laws, bye law, rules regulations of both the Government and statutory bodies and shall attend ensure and be responsible for all deviation, violation and breach of any of the conditions or laws or rules and regulations herein contained **AND THAT** the Purchasers shall not do or cause to be done any act, deed or thing whereby any of the drain, sewerage, pipeline, may be affected nor shall be entitled to in any way obstruct or cause to be obstructed the common passage, landing, staircase and other common areas nor store therein any rubbish or other materials goods or furniture nor shall cause to be done or committed to be done any act, deed or thing whereby the use and enjoyment of the common parts and common amenities and common convenience of the said building or put in any way prejudicially affected or vitiated **AND ALSO SUBJECT TO AND RESERVING** the right of the Owners to erect and put further construction and/or erections over the existing building if and when erected and also the right to lay and connect drains water and electric pipes and other cable wire connection conveniences and access through or over the remaining part of such building and land in connection with such additional floor to be erected by the Owners provided however in case of such additional construction the Purchaser's liability towards common expenses, services, charges and outgoings in respect of the said flat/unit shall be proportionate to the total constructed area of the building **AND THAT** the Purchasers is free and clear and freely and clearly and absolutely acquitted exonerated and discharged from or by the Owners or their predecessor in title and well and sufficiently saved defended and keep harmless and indemnified of from and against all manner or forms and other estate, right title interest liens charges and encumbrances whatsoever created made executed occasioned or suffered by or any of their predecessor in title or any person or persons lawfully or equitably or rightfully claiming by from or in trust for them **AND FURTHER** the Owners and all person having lawfully or equitably claiming any right title interest whatsoever from under or in trust for either or both of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do acknowledge and execute or cause and procured to be made, done executed all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said flat/unit to the Purchasers as may be reasonably required for better and perfectly assuring the said flat/unit as fully described in the second Schedule hereunder written and every part thereof unto and to the Purchasers in the manner aforesaid according to the true intent and meaning of the deed **AND THAT** the Owners or their legal successor or

successors in office and/or representatives shall all times herein indemnify or keep indemnified the Purchasers or their heirs, executors, administrators, legal representatives and/or assigns if any defect in the title of the Owners or any breach of the covenant herein contained **AND FURTHER** the Purchasers shall have the following rights and/or obligations:

i) The Purchasers shall take separate Electric Meter in their own names at their cost at an early date if not already obtained. The Purchasers shall pay charges for electricity to the Owners till they obtains meter. The Owners shall co-operate with the Purchasers for obtaining new meter.

ii) The Purchasers shall has/have uninterrupted normal supply of Municipal Water from the underground reservoir through the overhead tank installed by having water lifted through Electric Motor and Pump. The Purchasers shall in case of any difficulty, shall have the right and/or liberty to approach the Owners or Association and the Owners or Association shall take necessary steps at the earliest to remove any complaint about water supply and ensure that normal water supply is restored provided such supply is not disturbed, stopped by the Kolkata Municipal Corporation and such other Statutory Authority for their own work.

iii) The Purchasers shall have common right, title and interest in respect of the outside wall jointly with the other co-owners of the aforesaid building and shall not erect any construction in the outside wall of the unit save and except for repairing with prior approval of the Association nor shall do anything which might affect elevation of the building.

iv) The Purchasers shall have right to have telephone connection at their own costs without any objection and the Owners hereby grant their consent for the same.

v) The colour of the exterior walls in the entire building should be the same and can not be done separately by any of the Unit Owners including Purchasers.

vi) It is further clarified that any of the Unit Owners including Purchasers shall not keep and store any inflammable article in the premises except for domestic use.

vii) That the Unit will be used for residential purpose only.

viii) The sewerage system and other common user system shall continue as at present, and the Purchasers, Owners and other co-owners and their mens or masons shall have right to repair the same by entering into other co-owners/occupiers flat and /or portion of the building, during reasonable time, after giving reasonable notice to other flat Owners and obtaining permission.

ix) Over and above the aforesaid flat/unit the Purchasers shall also have proportionate right to use with the other flat/unit owners of the building in respect of the ultimate roof and other common areas like stair case, landing, lobby, lift etc. of the said building and also all other common facilities and/or common amenities installed therein.

x) The Purchasers agree to co-operate with the Owners and/or other co-owners of the aforesaid building in the management and maintenance of the common portion of the building and also for the purpose of formation of association to be formed through the Owners and to observe the rules and/or bye-laws to be framed from time to time of the proposed association.

xi) The Purchasers shall pay to the Owners/Developer @ Re/- (rupee) only per sq.ft. calculated for 12 months in advance at or before execution of these presents as maintenance charge for proportionate share of common expenses, service charges and other outgoings and shall continue to pay such proportionate maintenance charges at such rate as may be decided from time to time either by the Owners or by the Association regularly and/or punctually in respect of such flat/unit and in case of default they shall be liable to pay interest @ 12% per annum on the outstanding due until payment and the Owners/Association shall not be liable for rendering any common services and/or facilities to the Purchasers until such payment.

xii) Until formation of the association, the Owners shall manage and maintain the common portions by itself or through its nominee or nominees in proper and decent manner and the Purchasers agreed to pay the proportionate share of such common expenses to the Owners including the deposit of any security money and/or sinking fund which is to be handed over by the Owners/Developer on formation of association.

xiii) In case of installation of any generator, the Purchasers agree to pay or share proportionate cost of such installation of a generator as may be

decided by the Owners and agreed not to raise any objection towards the same.

xiv) The Purchasers shall be entitled to mutate their names as owners and holders of the said flat/unit in the records of Kolkata Municipal Corporation.

THE FIRST SCHEDULE ABOVE REFERRED TO
(The Property)

ALL THAT piece and parcel of land measuring about Cottahs Chittacks and Sft. more or less lying and situate at Premises No. 8, Sarat Ghish Garden Road, Mouza Dhakuria, Dag No., Pargana, within the District of South 24-Parganas, Kolkata – 700031, under The Kolkata Municipal Corporation which is butted and bounded in the following manner:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO
(SAID FLAT)

ALL THAT having one self contained flat having an area of **Sq.ft.** (super built up area) on the **Floor** (..... Side) marked “.....”, consisting of bed rooms, sitting, 1 (one) kitchen, toilets, 1 (one) verandah, as per K.M.C. sanction plan of the building as per map or plan annexed hereto marked in red, lying erected at and upon the said **FIRST SCHEDULE** property together with the undivided proportionate share of land corresponding thereto along with the easement right of common

areas amenities facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-owners of the said building being premises No. 8, Sarat Ghosh Garden Road, Kolkata - 700 031, within the limits of The Kolkata Municipal Corporation.

THIRD SCHEDULE ABOVE REFERRED TO
(COMMON RIGHTS AREAS AND/OR FACILITIES)

The common right to use and enjoy the entrances of the building for free ingress and egress to the corridors, staircase, staircase landings for free ingress and egress to the Flat/Unit, walls, boundary walls, water reservoir at the Ground Floor and overhead water tank and other common water supply pipes, pump, motor pump house, electric meter room, common meter and switch for water motor pump, lighting the common passage, sewerage along with other Flat owners and the ultimate roof of the building for the limited purpose of verifying and/or checking and/or repairing and/or maintenance for supply system of the overhead tank.

- I) The foundation column, beams, supports, corridor, lobbies, stair ways, lift entrance and exit path ways.
- II) Drainage pipes from the Units to the drains and sewer connection in the premises and from the premises to the main road.
- III) Water pump, underground and overhead water reservoir, water pipes and other common plumbing installation and space required thereto.
- IV) Meter with installation electric wiring for lighting stair case lobby and other common areas (excluding those as are installed for any particular unit) and space required thereto.
- V) Toilet (if any) on the ground floor of the premises for use of the security guards, caretakers of the premises.
- VI) Boundary walls of the premises including outside wall of the building and main gates.
- VII) Windows, Doors, Grills and other fittings for the common areas in the premises.

- VIII) Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units as are required.
- IX) The Owners/Developer will repair any defects which occur within one year from the date of registry at their own cost and expenses.

THE FOURTH SCHEUDLE ABOVE REFERRED TO
(Proportionate share relating to common expenses)

1. The expenses as may be reasonably required for maintaining, repairing, re-decorating, painting etc. of the main structure, roof, rain water pipes, gutter, drains, sewerage and water reservoirs, overhead tank on roof, ferule, common water supply pipes, electric wires, pump and motor and other appliances and main entrance, passages, landings, staircase, boundary walls, main gate etc. of the said building as enjoyed and/or used by the Purchasers in common with the other occupants of the other Flats.
2. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening civil commotion etc.
3. All charges and deposits for supplies of common utilities including Generator (if installed).
4. Municipal taxes, multi-storied building tax if any, and other similar taxes save those separately assessed on the respective flats.
5. Costs and charges of establishment reasonably required for the maintenance of the building and for watch and ward duty and other incidental costs.
6. Upon delivery of possession of the respective flats to the respective owners, the flat owners through the Owners shall form an Association for fixing maintenance charges for proper maintenance of the building within a reasonable time.

7. Litigation expenses of Association as may be necessary for protecting the right, title, possession of the land and the building.

FIFTH SCHEDULE AS REFERRED TO ABOVE
(Obligations and Restrictions)

1. To use and maintain the flat, the ultimate roof, drains, pipes and appurtenances thereto in good condition and not to cause any damages to structural stability of the building.
2. Not to cause or effect any damage to floor, ceiling and walls of the flat and roof.
3. No alteration at own choice in the elevation and colour scheme of outside of walls, doors, windows, verandah/balcony, to maintain visual uniformity of the building.
4. Not to store any hazardous or combustible items or any act causing nuisance and annoyance to other occupants and causing pollution of environment.
5. The maintenance of the entire building shall be done by Owners/Developer until formation of Association and Purchaser/s shall To pay all proportionate common expenses and other expenses, taxes and out goings in terms of the this Deed to the Owners/Developer. The Purchasers shall to become a member of the Owners Association on its formation through the Owners and perform and comply with all rules, regulations or any procedure adopted for common interest and pay the fees that may be required.
6. The Purchasers shall permit the Owners or Owners Association their agents with or without workmen at all reasonable times to enter into and upon the flat/unit or any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity etc., to the flat/unit or other common areas of the building or to the occupiers of such flat/unit as the case may be who have defaulted in

paying the share of the water, electricity and other charges. The Owners is not liable or answerable for payment of common expenses etc. as stated in this Deed any time for unsold areas.

- 7) The Purchasers shall not at any time cause any annoyance, inconvenience or disturbance or injury to the co-owners of the building by: -
- a) Closing the lobbies; stairways, passages and parking spaces and other common areas.
 - b) Not to default in payment of any taxes or levies to be shared by the other owners of the Schedule "A" property or common expenses for maintenance of the building.
 - c) Using the flat/unit thereof for the purpose other than for residential purposes and not to use for any illegal or immoral purposes.
 - d) Not to throw any rubbish or used articles in Schedule "A" property other than in the Corporation Dustbin provided by the Corporation near the property.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed her respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED
by the VENDORS/OWNERS, PURCHASER/S
AND THE DEVELOPER
at Kolkata in presence of :

1.

OWNERS / DEVELOPER

2.

PURCHASERS

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs./- (Rupees thousand)** only being the total consideration money by the Owners which includes the value of the proportionate share of land and the cost of construction thereof corresponding to the said flat as per memo given below:

- A.
- B.
- C.
- D.
- E.
- F.
- G.
- H.

Rs.00

(Rupees only)

WITNESSES :

(DEVELOPER/CONFIRMING PARTY)