

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS DAY OF
..... 2020 (TWO THOUSAND TWENTY) CHRISTAN ERA.

BETWEEN

CONTD. TO PAGE....2

(2)

M/S. C AND C CONSTRUCTION (PAN NO – AAOFC2957J), a partnership firm having its registered office at No – 3, Shyama Charan Chatterjee Street, P.O & P.S. - Belgharia, Kolkata – 700056, being represented by its present partners viz. **(1) SRI NARAYAN CHOWDHURY (PAN NO – ACNPC6283E)**, Son of Late Nakshatra Bimal Chowdhury, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at “ Anu Bhavan “, No – 3, Shyama Charan Chatterjee Street, P.O. & P.S. - Belgharia, Kolkata – 700056, Dist. 24 Parganas (North), **AND (2) SRI AVIJIT CHANDRA (PAN NO – AENPC5468F)**, Son of Late Sambhu Nath Chandra, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at “ Shibalay Apartment “, 101 and 101/2, Feeder Road, P.O. & P.S. - Belgharia, Kolkata – 700056, Dist. 24 Parganas (North), hereinafter called and referred to as the **VENDORS/LANDOWNERS/DEVELOPER**, (which term or expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, representatives, and assigns) of the **FIRST PART.**

AND

(1) MR./MRS.(PAN NO –), Son/Wife/Daughter of, by Faith –, by Nationality –, by Occupation –, Age yrs, residing at....., hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, representatives, and assigns) of the **OTHER PART.**

(3)

WHEREAS One Kanai Lal Biswas the owner of land measuring about 4 Cottahs 11 Chittaks homestead land in E/P 743, S/P – 1296 comprising under C.S. Plot No. 3749 of Mouza – Ariadaha-Kamarhati, P.S. – Belgharia, Kolkata – 700056, by virtue of a Registered Gift Deed executed by and under scheme of Refugee Rehabilitation Department (RR DEPT) by the Governor of West Bengal on 16th March 1992, Being Deed No 579, recorded in Book No. 1, Volume No. 8, Pages From 213 To 216. Thereafter the said Kanai Lal Biswas recorded his names in the Kamarhati Municipality and the Property/Premises known as 54 Milan Pally, D.P. Nagar, Kolkata – 700056, under Ward No. 25, Holding No. 455, he mutated his name in the BL & LRO office and paying the Tax and Khazna regularly.

AND WHEREAS while enjoying the same the above named Kanai Lal Biswas sold and transferred the property in favour of Sri Narayan Chowdhury and Sri Avijit Chandra which is duly registered in the Office Of Cossipore Dumdum and recorded there as Book No. 1, Volume No. 91, Pages From 293 To 300, Being Deed No. 5557 of 2008.

AND WHEREAS the above named owners for their mutual benefit have decided to make improvement and Development of their property jointly after the necessary mutation of their said premises.

AND WHEREAS thus the Vendors herein have absolutely seized and possessed enjoying the property peacefully or otherwise entitled to the said property as absolute owners and enjoying the same peacefully. The Vendors herein declare that their property is free from all encumbrances and no suit is pending before any competent consent. Property is not mortgaged or leased with any Bank or Authority.

AND WHEREAS the aforesaid landowners has duly mutated their name in respect of their aforesaid plot of land measuring 4 Cottahs

(4)

11 Chittaks more or less along with structure standing thereon in the office of the Kamarhati Municipality and subsequently introduced them a new Holding No – 455, under Ward No – 25, being premises no – 54, Millan Pally, P.O. & P.S. – Belgharia, Kolkata – 700056, Dist. North 24 Parganas, West Bengal.

AND WHEREAS the said **M/S. C And C Construction**, Developer have got the Sanction plan for construction of **G+3** storied building in and over the said land as described in the Schedule “A” of this Agreement from the Kamarhati Municipality.

AND WHEREAS the aforesaid Developer dismantle the old dilapidated structure and constructed a **Ground + 3** upper storied building known as “**GALAXY APARTMENT**” consisting with several flats and garages on the demise land particularly described in the **Schedule “A”**, hereunder written and the present Purchaser being in need of a **Flat (No.)** measuring **sq. Ft. Super Built Up** area more or less at facing on the **Floor**, within the Vendor/Developer’s allocation of the building and for the sake of brevity herein after called the said portion in the newly constructed building known As “**GALAXY APARTMENT**” situated at the premises no. 54, Milan Pally, P.O. & P.S. - Belgharia, Kolkata – 700056, Ward No. 25, Holding No. 455 under Kamarhati Municipality.

AND WHEREAS the Vendor/Developers agreed to sell and the Purchaser agreed to purchase a complete independent **Flat (No.)** measuring **sq. Ft. Super Built Up** area more or less on the **Floor** atfacing more fully and particularly described in the **Schedule “B”** hereunder written together with the undivided proportionate share in the immoveable land which is specifically mentioned in the **Schedule “A”** herein below being Premises No. 54, Milan Pally, P.O. & P.S. - Belgharia, Kolkata – 700056, Ward No. 25, Holding No. 455 under Kamarhati Municipality, Dist. 24 Parganas(N),

West Bengal, for a total consideration amount of **Rs./-** (**RupeesOnly**) @...../- **Per Square Feet Only** being the cost of the said Flat.

NOW THIS INDENTURE WITNESSETH :- That in pursuance of the above and in consideration of a sum of **Rs./-** (**RupeesOnly**) paid by the Purchaser to the Vendor/Developers on or before the execution of these presents (the receipt whereof the Vendor/Developers doth hereby admit and acknowledge the same as per memo below) the Vendor/Developers herein doth hereby sell, grant, transfer and convey forever and absolutely to and in favour of the Purchaser herein **ALL THAT** a complete independent **Residential Flat, Being No.**, measuring super built up area of **..... Sq.Ft.** more or less on the **..... Floor** at **.....** facing of the aforesaid in the newly constructed building known as "**GALAXY APARTMENT**", situated at Mouza – Ariadaha Kamarhati, Being Holding No. 455, within Ward No. 25, Premises No. 54, Milan Pally, P.O. & P.S. - Belgharia, Kolkata – 700056, under Kamarhati Municipality, Dist. 24 Parganas(N), West Bengal, together with undivided, undemarcated , impartible proportionate share of interest in the land as described in the **Schedule " A "** along with the right to use and enjoy in common rights and facilities with the other co-owners/occupiers of the said building/premises **AND** common parts, areas and facilities whatsoever available to the said building/premises morefully and particularly described in the **Schedule " C "** hereunder written **AND TO HAVE AND TO HOLD** the said Flat as morefully and particularly described in the **Schedule " B "** hereunder written **AND** to use and enjoy the common parts, areas and facilities whatsoever as described in the **Schedule " C "** hereunder written absolutely free from all encumbrances and the Vendor/Developers doth hereby covenant and agree with the Purchaser **THAT** notwithstanding any act or thing by the said

Vendor/Developers done or executed or knowingly suffered to the contrary the said Vendor/Developers are lawfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said Flat hereby sold, transferred, granted, conveyed, or expressed to be so and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition, use, trust or other things whatsoever as aforesaid.

AND THAT the said Vendor/Developers have good right, full power and absolute authority to sale, convey, transfer and assure the said Flat hereby sold, transferred, granted and expressed to be so and to the use of the Purchaser in the manner aforesaid.

AND THAT the Purchaser as absolute owner shall and will at all times hereinafter peaceably and quietly hold, possessed and enjoy the said Flat and every part thereof without any interruption claim or demand whatsoever from or by the Vendor/Developers, person or persons lawfully or equitably claiming any estate or interest as aforesaid on the said Flat or any part thereof.

AND THAT the Vendor/Developers or their predecessor-in-title shall from time to time and at all times hereafter at the request cost of the Purchaser to do and execute formal deeds and all other papers and perform or cause to be done and executed all such acts, deeds and things for further better and more perfectly assuring the said Flat and every part thereof unto and to the use of the said Purchaser and to give full effect to the intent and meaning of this presents as shall or may be reasonably required.

AND THAT the Vendor/Developers doth hereby covenant with the Purchaser that the Vendor/Developers have not done or executed any act, thing or deed whereby they are prevented from selling, granting, transferring and conveying **ALL THAT** a complete independent **Residential Flat, Being No.....**, measuring super

built up area of **Sq.Ft.** more or less on the **Floor** atfacing of the aforesaid in the newly constructed building known as “ **GALAXY APARTMENT** ”, situated at Mouza – Ariadaha Kamarhati, Being Holding No. 455, within Ward No. 25, Premises No. 54, Milan Pally, P.O. & P.S. - Belgharia, Kolkata – 700056 under Kamarhati Municipality, Dist. 24 Parganas(N), West Bengal, together with undivided, undemarcated, impartible proportionate share of interest in the land as described in the **Schedule “ A ”**, sold and transferred free from all encumbrances i.e. attachments, liens, lispendence, charges, mortgages, right of pre-emption, tax obligations or any previous agreement for sale of the said Flat to any other person or persons whomsoever and whatsoever in the manner as aforesaid or whereby or by means where of the said Flat hereby sold and transferred or any part thereof may be encumbered or impeached in title estate or otherwise.

The Vendor/Developers doth hereby further covenant that the Purchaser shall have exclusive right to sale, transfer, mortgage or alienate the said Flat at their own choice and discretion.

THE SCHEDULE “A” ABOVE REFERRED TO

(Description Of The Total Land)

ALL THAT piece and parcel of a Bastu land measuring an area of **04 (Four) Cottahs, 11 (Eleven) Chittaks with Kuntcha Structure**, be the same a little more or less lying and situated within District: North 24 Parganas, Mouza – Ariadaha Kamarhati, J.L.No. 1, comprised in C.S. Plot No. 3749, E/P No. 743, S/P No. 1296, within the local limits of Kamarhati Municipality under Ward No. 25, Holding No. 455, being Premises No. **54, Milan Pally, P.O. & P.S. - Belgharia, Kolkata – 700056, A.D.S.R. Belghoria, District - North 24 Parganas, W.B.**

together with a multi-storied building thereon. The property is butted and bounded as follows :

On the North : 6 Ft Wide Common Passage.
On the South : 12 Ft Wide Municipal Road.
On the East : 10 Ft Wide Common Passage.
On the West : By The House Of M. Bal.

THE SCHEDULE - "B" REFERRED TO ABOVE

(Description of the Flat to be transferred)

ALL THAT self contained and independent **Flat (No.)** measuring sq. Ft. **Super Built Up** area more or less on thefacing of Floor, **Comprising of ... Bed Room, Kitchen, Toilet, Drawing/Dining Room and Balcony (with Marble Flooring along with Lift facility available)** of the said newly constructed building known as **"GALAXY APARTMENT"** lying and situated under Ward No. 25 of Kamarhati Municipality, being Holding No. 455, Premises No. **54, Milan Pally, P.O. & P.S. - Belgharia, Kolkata – 700056, within the District of North 24 Parganas,** together with undivided, undemarcated, impartible proportionate share or interest in the land as described in the **Schedule - "A"** hereinabove written along with common rights and facilities of the said building, more clearly shown and delineated in the map/plan annexed hereto and marked with border RED. The annexed plan, fingerprints and Colour Photos of the parties herein shall be treated as a part of this Deed Of Conveyance.

The Flat is butted and bounded as follows :

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE SCHEDULE "C" ABOVE REFERRED TO

(Common rights)

- 1) Common passage on Ground Floor of the building.
- 2) Water Pump, Water Tank, Septic tank, Overhead Tank and Water Supply Line.
- 3) Electric service line and electric main line, wiring, electric meter installed in the building and in the meter room.
- 4) The meter room.
- 5) Drainage and sewers.
- 6) Such other common parts areas, equipments installation, fixtures, fittings and spares in or about the building as are necessary space are to use to the said Flat in common.
- 7) Proportionately.
- 8) Stair, Stair Case.
- 9) Common Roof.
- 10) Lift.

THE SCHEDULE 'D' ABOVE REFERRED TO

(COMMON EXPENSES)

(Proportionate to area of ownership)

- 1) All cost maintenance, operating, replacing, whitewashing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts, and also the outer walls of the said building.
- 2) All charges and deposits for supplies of common utilities.
- 3) Municipal taxes and other outgoings save those as are separately assessed on the respective units.
- 4) Costs and charges of establishment for maintenance of the said land and building.
- 5) All litigation expenses for protecting the title of the said land building.
- 6) All other expenses and outgoing as are deemed by the Vendor and Developers and the Purchasers to be necessary or incidental for and regulating interest the right of the Purchasers.
- 7) All expenses referred above shall be borne and paid proportionately by the owner and co-Purchasers on and from the date of making over possession of their portion.

IN WITNESS WHEREOF the parties hereunto set and subscribed their hands and seals on the day, month and year first above written.

SIGNED ,SEALED AND DELIVERED IN THE PRESENCE OF

WITNESSES :-

1) 1.....

2.....

(SIGNATURE OF THE VENDOR)

2) 1.....

2.....

Partners of C And C Construction
SIGNATURE OF THE DEVELOPER

Drafted by me :

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

Received of and from the within named Purchaser a sum of **Rs.**/- (**Rupees****only**) by Cheque and Cash on this day of execution of this Deed as the total consideration amount :-

PAYMENT SCHEDULE

CHEQUE/CASH/PAY ORDER NO.	DATE	DRAWN ON	AMOUNT(RS)

RUPEESONLY

WITNESSES :

- | | |
|----|----|
| 1. | 1. |
| | 2. |
| 2. | 3. |

SIGNATURE OF THE DEVELOPERS

Drafted & Computer Typed By Me :-