

DEED OF CONVEYANCE

BETWEEN

_____, son of _____, by faith - _____, by occupation- _____, by Nationality Indian, residing at -----
-----, hereinafter referred to and called as the 'OWNER/'VENDOR* (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the **FIRST PART**; the Vendor is represented by his constituted Attorney

AND

M/s KALPATARU CONSTRUCTION (PAN-AALFK9104A), a Partnership firm, having its office at 80, Debinibash Road, Post Office-Motihheel, Police Station- Dum Dum, Kolkata - 700 074, represented by its partners (1) SRI SIIMIT GHOSH (PAN-ADXPG0073B), son of Late Tarak Nath Ghosh, residing at 80, Debinibash Road, Post Office-Motihheel, Police Station- Dum Dum, Kolkata - 700 074, District -North 24 'Parganas, (2) SRI **TUSHAR KUMAR SIL** (PAN-ALPPS7886J), son of Late Dilip Kumar SiL residing at 35A, Sarkar Lane, Post Office- Burrobazar, Police Station- Girish Park, Kolkata-700007, (3) SRI **PRASANTA DATTA (PAN-AFMPD0005F)**, son of Late Prern Chandra Datta, residing at 441/2, North Nilachal Friends Park, Post Office-Birati, Police Station-Nimta, Koikata-700051, (4) SRI **SHIBASISH CHANDRA (PAN-AKEPC4467C)**, son of Shri Deb Prosad Chandra, residing at

62/5, Anjangerh, Post Office-Birati, Police Station-Airport, Kolkata-700051, all are partners of M/s KALPATARU CONSTRUCTION, a Partnership Firm, having its office at 80, Debinibash Road, Post Office-Motijheel, Police Station- Dum Dum,

Kolkata - 700 074, hereinafter referred to and called as the "DEVELOPER" (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its heirs, executors, administrator, legal representatives and assigns) of the **SECOND PART**.

_____, son of _____ and _____ wife of + _____ by faith - Hindu, by Nationality - Indian, both residing at _____

_____, West Bengal, hereinafter referred to and called as the PURCHASER (which terms of expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representative and assigns) of the **THIRD PART**.

WHEREAS one _____, sons of _____, both resident of _____, _____ Sub Division and Sub Registry Office at _____ District- _____, were the recorded, owners/recorded tenant in possession in respect of ALL THAT piece and parcel of land measuring about 9 Cottah and 1 chitkah more or less recorded in Khatian No.-_____, J.L. No.- ____ Touzi No.- __ of Mouza- _____, Pargana- _____, P.O. & P.S.- _____, Sub Division and Sub Registry Office at _____, District- _____, and thus seized and possessed of the same having actual, physical and khas possession as owners thereof and without any disturbances or hindrances from any corner whatsoever.

AND WHEREAS aforesaid _____ by virtue of a Registered Sale Deed dated _____ corresponding to ____ day of Phalgun, _____ sold, conveyed and transferred entire _____ of land in favour of _____

and the said Deed was duly registered in the office of the Sub- Registrar at

_____ and recorded in Book No.-, Volume No.-, Pages , Being No.- for the year_____ and. after mutating their names before the appropriate authority concern while they were enjoying the same as joint and absolute owners aforesaid of

_____.

AND WHEREAS the aforesaid

_____, as legal heirs of _____ on _____, jointly executed a Registered Power of Attorney in respect of the aforesaid property in favour of the aforesaid Smt. Basana Mazumder and the said Power of Attorney was duly registered in the office of the Senior Sub - Registrar,_____

AND WHEREAS aforesaid _____ as self as well as Constituted Attorney of the aforesaid owners i.e., _____ and others by virtue of a Registered Deed of Sale transferred ____ Cottahs of land, situated at

AND WHEREAS aforesaid _____ as self as well as Constituted Attorney of the aforesaid owners i.e., _____ and others by virtue of another Registered Deed of Sale transferred ____ Cottahs _____ Chittacks _____. more or less of land, situated at situated at

AND WHEREAS aforesaid _____ subsequently by virtue of a

Registered Deed of Sale transferred _____ Cottahs of land, situated at Mouza-_____, Pargana-_____, J.L. No,-____, Touzi No.- __ comprised in. R.S. Plot/'Dag No.- _____, R.S. Khatian No.- , Sub Division- _____, District- _____, in favour of _____, son of _____, present owner herein, and the said Deed was duly registered in the office of the Additional District Sub- Registrar-! at _____ and recorded in Book No.-, CD. Volume No.-, Pages -, Being No.- for the year __.

AND WHEREAS aforesaid _____ subsequently by virtue of a Registered Deed of Sale transferred _____ Cottahs of land, situated at Mouza-_____, Pargana-_____, J.L. No,-____, Touzi No.- __ comprised in. R.S. Plot/'Dag No.- _____, R.S. Khatian No.- , Sub Division- _____, District- _____, in favour of _____, son of _____, present owner herein, and the said Deed was duly registered in the office of the Additional District Sub- Registrar-! at _____ and recorded in Book No.-, CD. Volume No.-, Pages -, Being No.- for the year __.

AND WHEREAS the present owner by way of aforesaid purchase became sole and absolute Owner in respect of ALL THAT piece and parcel of a demarcated Bastu land measuring an area of ___ Cottahs _____ Chittaeks ___ Sq. Ft. more or less equivalent to ___ Acre, more or less together with unfinished new construction within the proposed Multi-storied Building, lying and situated at Mouza- _____, Pargana-_____, J.L, No,-____, Touzi No.- __ comprised in. R..S, Plot/ Dag No.- _____, R.S. Khatian No.- __, Sub Division- _____, having Municipal Holding No.-_____, PIN ___, under Ward No.- , within the _____ Municipal Corporation, under P.S.- _____, within, the limit of _____, District- _____, West Bengal, fully described in the schedule "A" herein below and thus seized and possessed of the same as absolute owners, without any interruption from any corner whatsoever in fee simple and free from all encumbrances, decided to develop the aforesaid and below mentioned "A" Schedule property by erecting a multi-flat /multi-storied building, but due to insufficient fund and other sufficient reasons and also due to lack of finance and

lack of technical expertise; the owner herein could not construct multi-flats building on the said plots of land and was searching a reputed Developer, who would construct multistoried building on the said land under certain terms and conditions inter alia at its own costs and expenses after obtaining necessary sanction from the competent authority concern and knowing the very intention of the owner the Developer Firm approached to the owner to allow the Firm to construct the said proposed multistoried building on the said land, and the owner accepted the proposal of the Developer Firm and after long discussion by and between the parties and on _____, the owner and Developer executed a Registered Development Agreement and as per terms and conditions of the said Development Agreement, owner on _____ also executed and registered a General power of Attorney after Development Agreement in favour of the partners of the said Developer Firm, and the aforesaid

AND WHEREAS the Purchaser; herein,, after taking inspection of all the relevant papers and documents including Sanction plan of the Building etc, and upon being fully satisfied with all the facts, circumstances and with regard to a **Covered Garage** approached to the Developer and Vendor to sale a Covered Garage, having measurement of ___ Sq. ft. within the constructed building together with undivided proportionate share of underneath land and other common amenities and facilities attached with the said building, bearing Municipal Holding No.- _____, Sarani Bye Lane, PIN- _____ under Ward No.- _____, within the _____ Municipal Corporation, under P.S.- _____, within, the Hmit of _____, District- _____, West Bengal, fully described in the '**B' Schedule herein below** and the Developer as well as Owner/Vendor through his constituted Attorneys accepted the proposal of the Purchaser and agreed to sale out the said Covered Garage in the building together with undivided proportionate

share of underneath land and other common amenities, facilities and services

attached within the building, fully described in the Schedule 'B' herein below at or for a total consideration of Rs. _____/- (Rupees _____) only .

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said Agreement executed between the Purchaser and the Vendor/Owner as well as the

J.L. No.-. Touzi No.- comprised in R.S. Plot/ Dag No.-, R.S. Khatian No. -, Sub Division- , having Municipal Holding No. , _____, under Ward No.-, within the _____ Municipal Corporation, under P.S.-_____, within the limit of _____, District _____, West Bengal, fully described in the 'A' schedule herein below, together with benefits of common user of all the common parts or common installation of the said building being together with common partition wall, common electric meter room, common, staircase, common entrance and exit for the covered Garage of the building TOGETHER WITH all fixtures, walls, sewers, drains. passages, water courses and all manner of former or other rights, liberties, easements, privileges, advantages with all right in common and amenities, facilities and benefits attached with the building for residential purpose as the COMMON PARTS AND/OR COMMON PORTION fully described in the SCHEDULE - 'C' herein below for the beneficial use and better enjoyment of the said covered Garage along with all the right, title, interest, claim and demand whatsoever exclusively relating to the said Covered Garage TO HAVE AND TO HOLD the same unto and in favour of the Purchaser absolutely and forever free from all encumbrances together with all Xerox copy of the Deeds, pattas, hereditaments and muniments of title and every part thereof which now are or is and hereafter shall or may be in the custody power or possession of the Vendor/owner and the Developer Firm through its Partners or any persons or agent of the Vendor/Owner and the Developer Finn without any action or proceedings in law and equity and to hold the said Common Space, messuage and hereditaments and undivided proportionate share of land hereby conveyed and

transferred unto and to the use of the Purchaser and Purchaser's heirs, successors, legal representatives and assigns absolutely and forever and the Vendor/Owner or his legal heirs, representatives and assigns doth hereby bind themselves that NOTWITHSTANDING THAT any act, deed or thing whatsoever the Vendor/Owner executed or done or knowingly suffered or to the contrary the Vendor/Owner has good right full power and absolute authority and indefeasible

title and interest, to grant, convey, sell and transfer the said covered Garage hereby granted, sold, conveyed and assigned unto and to the use of the Purchaser in the manner aforesaid according to the true intent and meaning of these presents in fee simple and free from all encumbrances and liabilities and without any hindrance eviction disturbance claim or demand whatsoever from the Vendor/Owner or any other person or persons lawfully or equitably claiming from or under or in trust for the Vendor/owner and that the Vendor/owner absolutely acquired and discharge and sufficiently saved defended kept harmless and indemnified of or from and against all defects in title, lispens attachments and liabilities whatsoever made or suffered by the Vendor/owner and all materials times hereafter Vendor/Owner through the Developer Firm hereby undertakes that at the request and cost of the Purchaser will execute and cause to be done and executed all such deed, matter, petitions for the betterment of the Purchaser's title as well as betterment of the said covered Garage and thing include the copy of the completion certificate whatsoever for more perfectly and effectually and granting and assure the said covered Garage and for the better enjoyment of the said covered Garage and for proportionate undivided land together with all benefits and rights hereby transferred as may be reasonably required, the Vendor/Owner and Developer Firm doth hereby further covenant with the Purchaser that the Purchaser shall have every right to transfer the said covered Garage together with undivided proportionate share of land by way of sale, gift, mortgage, lease, assign etc. with terms and conditions set down herein below.

AND THIS INDENTURE FURTHER WITNESSETH THAT THE VENDOR, DEVELOPER FIRM AND PURCHASER jointly hereby covenant with each other that the following covenants would run in respect of the aforesaid covered Garage

of the building and all the parties doth hereby declare to abide by the same :-

1) With the effect from the date of taking possession Purchaser shall pay

proportionate share of all Municipal rates and taxes and other outgoings and impositions and other common expenses and maintenance charges mentioned in the 'C' Schedule hereunder written now payable or become payable in future in respect of the said covered Garage in the said building till assessment of the said covered Garage as and when due and payable and the Purchaser shall pay all municipal rates and taxes and other outgoing and imposition, that will be payable in respect of the said covered Garage by the Purchaser on the basis of separate and independent assessment of taxes made by the Siliguri Municipal Corporation as and when payable.

2) The Purchaser shall be entitled to effect mutation as the owner of the said covered Garage in the record of the Siliguri Municipal Corporation and other authorities at his own cost and expenses and the Developer firm will supply copy of the necessary documents which in the Developer firm as well as Attorney of the Owner.

3) The Purchaser shall apply with the other Owners or occupiers to the appropriate authority to form an Association under the provisions of the West Bengal Apartment Ownership Act, 1972 or as per present customs within the locality as applicable for due up keep and maintenance of the external portion of the said building including the rain water pipes, electrical wiring, water pump and lighting of common passage on the ground floor and upper floors of the Building and also for using the covered Garage and also for all other common amenities and facilities attached thereto and shall pay proportionate costs and. expenses for the same as may be decided by the Vendor/owner and/or Developer Firm and /or the Association of the Owners after the formation thereof.

4) In the event of installations in common use for ground floor and upper floors being required to be replaced then the Purchaser shall pay proportionate share towards costs of such replacement and installations charges for essential services as

and when demanded by the Vendor/Owner or the said Association according to the necessity thereof from time to time, if permissible by the Building Sanctioning Authority.

5) In the event of any amount becoming payable in respect of the said property and/or the said building constructed thereon by way of Insurance premium of the Building, taxes levies or in any account whatsoever to the Government or Municipality or any Competent Authority or for any betterment fees/charges, development taxes and any other taxes or payment of similar nature the Purchaser shall pay proportionate share towards the same so Vendor/owner or to the said Association as and when required.

6) The Purchaser shall keep and maintain the inside of the said covered Garage with electricity and. every part thereof hereby purchased, by own costs in good condition state and order and abide by all rules, laws and regulations of the Government, Municipality and all other authorities and local bodies and shall attend to answer and be responsible for all deviation and violations of regulations in respect thereof.

7) The Purchaser shall keep the said covered Garage together with its wails, partitions walls, sewers, drains and sanitary connection, pipes fitting and fixture installation and all other fitting and. fixture in good working and tenantable condition and shall not to make or carry out any act high loaded stone or material so as to prejudice or affect or hamper support stability and protection of other parts of the said building.

8) The Purchaser shall not at any time demolish or cause to be demolished or damage the said covered Garage or any part thereof nor will make or cause to be made any addition and alteration of whatsoever nature to and in the said covered

Garage or any part thereof which may cause any damage or injure or is likely to affect the stability and protection of the said building including the said covered

Garage.

9) After the possession of the said covered Garage is delivered to the Purchaser, if any, additions or alteration or deviations in or about or relating to the said covered Garage including the said covered Garage is required to be carried out at the instance of the Central or State Government or any other statutory body or authority all such additions or deviations shall be made with due in writing to the vendor/owner and the Developer Firm or the said Association and to be carried out by the Purchaser subject to the terms and conditions herein contained and in co-operation with the 'Purchaser or the owners/occupiers in the said building and the Vendor/Owner as well as the Developer Firm shall not be in manner liable or responsible for the same.

10) The Purchaser shall not throw or accumulate dirt, rubbish, rags or other refuse or permit the same to be thrown or accumulated. In the staircase or in any other common areas or the said building but entitled to accumulate the same in a dust tub for the time being and shall clean the same day to day.

11) The Purchaser shall be entitled to use the said covered Garage and every part thereof mainly for keeping vehicle only without creating any nuisance or annoyance to the other occupants/other flat owners of the building or the people residing in the neighborhood but no circumstance shall be entitled to run any Hotel Business and also not be entitled to store any inflammable or combustible articles which may cause damage to the building,

12) In addition to the rights and privileges to which the Purchaser shall be entitled to enjoy according to the law for the time being in force in respect of the said covered Garage in the said property and the Purchaser shall be entitled to enjoy use

and inter alia, the common amenities and facilities set out in the Schedule- 'C' hereunder written and also liable to pay common expenses for the same as mentioned in the Schedule 'D' herein below subject to the terms and conditions therein stated.

13) So long as each flat and other units in the building is not separately assessed and the other liabilities mentioned in the schedule is ascertained, the Purchaser agree to pay and contribute from time to time- and at all times in respect of proportionate share towards rates, taxes, and surcharges, expenses and outgoing specified in the schedule hereto. The proportionate charge fixed by the Association shall be exclusively binding upon all Purchasers including the Purchaser herein.

14) From the date of possession, the Purchaser shall abide by the rules and regulations, conditions and covenants for management, maintenance and for common enjoyment shall do and use in the following manner: -

a) To co-operate with the Developer/Association in the management and maintenance of the Buildings and/or the premises and formation of the Association.

b) To observe the rules and regulations framed from time to time by the Association for the common expenses.

c) To allow the Developer Firm and its workmen to enter into the said covered Garage for completion of the remaining works for the common purposes.

d) To deposit the amounts reasonably required by the Developer Firm towards the Puchaser's liability for common expenses, morefully and particularly described in Schedule 'D' hereto (hereinafter called 'Common expenses') and the rates, taxes and other outgoings.

e) To pay for electricity and other utilities consumed in or relating to the covered Garage wholly and the common portions proportionately, tailing which the Association shall have liberty to curtail the common facilities with due notice thereof.

f) Not to put any article, including nameplate and letterbox save and except the place approved or provided by the Vendor/owner and the Firm and/or Maintenance Company and /or Association,

16) The Purchaser shall have the right to subjacent and lateral support and protection from the other parts of the building the free uninterrupted passage to the covered Garage in question and running water through the sewers, drains and water sources. The Purchaser shall not at any time demolish or cause to be demolished damage or cause to be damaged the said covered Garage or any part thereof which prejudicially affect the safety, security and beauty of the said premises or cause any nuisance to the owners and or occupiers of any portion of the said premises. The Purchaser shall not make any deviation or alterations in the elevation or in the outside colour scheme of the said building or portion thereof to be possessed by the Purchaser.

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

**Signed, Sealed and Delivered
In the presence of the following**

WITNESSESS :-

1) _____
Mr. A

As constituted attorney of the Vendor
SIGNATURE OF THE VENDOR

2)

Mr. B

SIGNATURE OF THE DEVELOPERS

SIGNATURE OF THE PURCHASERS

Drafted by me as per instructions of the
Parties hereto and prepared in my office.