

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this the            day  
of                           , Two Thousand and Twenty One (2021)

### **BETWEEN**

(1) **SRI MANAS MONDAL** (PAN- ....., **Aadhaar No.....**) (2) **SRI MOLAY MONDAL** (PAN- ....., **Aadhaar No.....**), both sons of Lalit Mohan Mondal Gayen alias Gayen, (3) **SMT. MALINA NASKAR** (PAN- ....., **Aadhaar No.....**), wife of Sri Lalit Naskar, (4) **SMT. SANTANA SANFUI** (PAN- ....., **Aadhaar No.....**), wife of Sri Basudeb Sanfui, all by religion- Hindu, by nationality- Indian, by occupation- No.1 Business, No.2 Service and No.3 and 4 Housewife, all are residing at Kadarat, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas, hereinafter called and referred to as “the **LAND OWNERS**”, (represented by their Constituted Attorney **MAA SHIBANI CONSTRUCTIONS** (PAN- ....., a sole Proprietorship Firm, having its registered office at Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas represented by its sole proprietor **SRI AJOY MONDAL** (PAN- ....., **Aadhaar No.....**), son of Late Rabin Mondal, by faith- Hindu, by occupation- Business, residing at Narendrapur Station Road,

P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas by a General Power of Attorney dated 16<sup>th</sup> day of May, 2016 vide Book No....., C.D. Volume No....., Pages ..... to ....., Being Deed No....., for the year 2016 registered at A.D.S.R Garia, South 24 Parganas (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**

**MAA SHIBANI CONSTRUCTIONS (PAN- .....,)** a sole Proprietorship Firm, having its registered office at Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas represented by its sole proprietor **SRI AJOY MONDAL (PAN- ....., Aadhaar No.....)**, son of Late Rabin Mondal, by faith- Hindu, by occupation- Business, residing at Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas, hereinafter called and referred to as “**the DEVELOPER**” (which term or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, administrators, executors and assigns) of the **SECOND PART**.

**AND**

..... (PAN- ....., Aadhaar No. ....), son of ....., by faith-Hindu, by nationality- Indian, by occupation- ....., residing at ....., P.O.- ....., P.S.- ....., Kolkata-....., District- ....., 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 his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** the party of the first part is the absolute owner of **ALL THAT** piece and parcel of Danga land measuring 5 katta 4 chattaacks 0 sq.feet more or less regarding R.S. Dag No. 2540, L.R. Dag No.2555, under R.S.Khatian No.212, L.R. Khatian No.7039, 6792, 7793 of Mouza-Kamrabad, J.L.No.41, within P.S. Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist. South 24 Parganas by virtue of Solemana and Gift Deed.

**AND WHEREAS** the First Part herein are absolute Owner of land measuring 5 katta 4 chattaacks 0 sq.feet more or less regarding R.S. Dag No. 2540, L.R. Dag No.2555, under R.S.Khatian No.212, L.R. Khatian No.7039, 6792, 7793 of Mouza-Kamrabad, J.L.No.41, within P.S. Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist. South 24 Parganas, which is more particularly

described in the **SCHEDULE "A"** of this Agreement and the Second Party herein agreed to construct G + 4 storied building in the said property, mention in the **SCHEDULE "A"** of this Agreement.

**AND WHEREAS** the first part herein while are thus in enjoyment of the said property more fully described in the Schedule "A" hereunder written entered into a Development Agreement on 10<sup>th</sup> June, 2015 with Maa Shibani Constructions the Developer herein.

**AND WHEREAS** as per terms and conditions of the said Development Agreement and said Supplementary Agreement, the said Developer/Confirming party applied for and obtained a building plan in the name of the Vendors/Landowners herein being Plan No. .... dated ..... duly sanctioned by Rajpur Sonarpur Municipality for construction of a G + 4 storied building upon the said plot of land in terms of such building plan.

**AND WHEREAS** the Developer has agreed for the construction of the Building with a right to enter into Agreement for Sale of Flats, car parking space, shops and share in land to Intending **Purchaser** and receive full payment and part payment.

**AND WHEREAS** the **Purchasers** being interested to acquire a flat and approached the Developer and the Developer agreed to sale and transfer the subject together with undivided proportionate share in land and the **Purchasers** agreed to purchase the said flat

No. ...., in the ..... **Floor** (..... **Side**) of the newly constructed building more fully described in the **Second Schedule** hereunder.

**AND WHEREAS** the Purchasers herein entered into an Agreement for Sale on ....., which has been duly registered in the office of ....., Alipore, South 24 Parganas and recorded in Book No.I, Volume No....., Pages ..... to ....., being No. .... for the year ..... with the said Vendors and Developer in respect of said self-contained **Flat No.** ....., the ..... **Floor**, ..... **side**, containing a super built-up area of ..... **Square Feet** consisting of ..... bed rooms, one drawing-cum-dining room, one bath and privy, one W.C., one kitchen, one balcony, together with undivided impartible proportionate share of land mentioned in First Schedule land underneath with all sorts of easement rights whatsoever and right to use common areas and facilities and the said flat is situate, lying at R.S. Dag No. 2540, L.R. Dag No.2555, under R.S.Khatian No.212, L.R. Khatian No.7039, 6792, 7793 of Mouza-Kamrabad, J.L.No.41, within P.S. Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist. South 24 Parganas, more fully and particularly described in the Second Schedule hereunder.

**AND WHEREAS** inter-alia the Vendors and Developer agreed to sell and the Purchasers agreed to purchase of the said flat described in the Second Schedule hereunder written containing Super built-up

area of ..... Square feet more or less situated on the ..... floor together with undivided proportionate share of the said land and share of interests in the common portions areas and common facilities attached to the building duly mentioned in the Third Schedule hereunder at for the price of **Rs...../- (Rupees .....)** **only** hereinafter referred to as the sale agreement under certain terms and conditions contained therein wherein it was inter-alia agreed between the parties that the cost of the construction of the flat including undivided proportionate share of the land shall be **Rs...../- (Rupees .....)** **only**. Now in pursuance of the sale agreement and at the request of the Purchasers the Vendors and developer are now completing the sale and transfer and assigned of the undivided proportionate share of interest in the said land together with built up superstructure containing the said flat also together with built up common portions areas common facilities attached to the said building and the Vendors and developer confirm by these presents, on-receipt of the full consideration as aforesaid.

**AND WHEREAS** the Purchasers have taken the possession of the said flat with all the relevant papers, documents and amenities duly provided by the Vendors developer and there are satisfied with the title and construction of the building totally and has no claim whatsoever upon the Vendors or developer.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the above premises and in consideration of the sum of total **Rs...../- (Rupees .....)** **only** towards the cost of land and the cost of construction of flat to the Vendors before the execution of these presents (the receipt whereof the Vendors do hereby and also by the received here under written admit and acknowledge) and the Vendors do hereby absolutely and indefeasibly grant, sell, conveys, transfer assign and assure **ALL THAT** the said self-contained **Flat No. ....**, the **..... Floor**, **..... side**, containing a super built-up area of **..... Square Feet** consisting of **.....** bed rooms, one drawing-cum-dining room, one bath and privy, one W.C., one kitchen, one balcony, together with undivided impartible proportionate share of land mentioned in First Schedule land underneath with all sorts of easement rights whatsoever and right to use common areas and facilities and the said flat is situate, lying in R.S. Dag No. 2540, L.R. Dag No.2555, under R.S.Khatian No.212, L.R. Khatian No.7039, 6792, 7793 of Mouza-Kamrabad, J.L.No.41, within P.S. Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist. South 24 Parganas, together with proportionate share of and interest in the said land and the common portions areas in common with other co owners of flat in the said building more fully and particularly described in the Second Schedule hereto and the Vendors and developer confirms and reversion or reversions remainder or

remainders and the rents issues and profits of and in connection with the said undivided share in the said land and the said flat and all the estate, right, title and interest, property claim and demand whatsoever of the Vendors into out of or upon the said undivided share in the said land and the said flat and all other benefits, rights, herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** his and every of his respective rights, liberties and appurtenances whatsoever to the unto the purchase free from all encumbrances, trusts, charges, liens and attachments whatsoever **AND ALSO TOGETHER WITH** all easement or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the undivided share in the said land and the said flat including those which are more particularly mentioned in the third schedule hereto and in common with other co-owners of the building **TO HAVE AND TO HOLD** the said undivided share in the said land and the said flat and all other benefits, privileges and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof absolutely and forever and subject to the purchasers covenant contained in the fourth schedule hereunder written **AND ALSO** subject to the purchasers paying and discharging all taxes and impositions on the said flat wholly and the common expenses proportionately and all other outgoing in connection with the said flat wholly and the said building and the said land in particular



and the common portions proportionately with effect from the date of possession.

**THE VENDORS AND DEVELOPER DO HEREBY COVENANT  
WITH THE PURCHASERS AS FOLLOWS:-**

1) The interest which the Vendors and developer both thereby profess to transfer subsists and that the Vendors had good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer assign and assure unto the purchasers the said undivided share of the land together with the benefits and rights in the manner aforesaid and the Vendors have not any time hereto before done omitted, committed knowingly suffered or been partly to any act deed or thing whereby the said unit or any part thereof may be impeached and encumbered or whereby the Vendors may be prevented from granting selling conveying transferring assigning or assuring the said unit together with the benefits and rights hereby granted unto the purchasers.

2) It shall be lawful for the purchasers from time to time and at all times hereafter to quietly enter into and upon and to hold use and enjoy the said flat and every part thereof and to receive, rents, issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendors and developer or any person or persons claiming through under or in trust for

them or any of them and freed discharged and cleared from or otherwise by the Vendors and developer stated harmless and indemnified against all manner or encumbrances whatsoever created occasioned or made by the Vendors save only these as are expressly mentioned therein.

3) The Vendors and developer and every person or persons having or lawfully claiming any estate, right, title or interest into or upon the said land through under or in trust for them or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers made do acknowledge execute and perfect all such further and or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said unit and rights hereby granted and sold unto the purchasers and in the manner aforesaid.

**THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDORS** as follows:-

1) To observe fulfill and perform the covenants hereunder written including those for the common purposes mentioned and described in the third Schedule hereunder written and shall regularly and punctually pay and discharge all taxes and expenses and all other outgoings in connection with the said land and the building and in particularly the common portions proportionately from the date of possession.

**FIRST SCHEDULE ABOVE REFERRED TO:****(Description of the Land)**

**ALL THAT** piece and parcel of Danga land measuring 5 katta 4 chatacks 0 sq.feet more or less regarding R.S. Dag No. 2540, L.R. Dag No.2555, under R.S.Khatian No.212, L.R. Khatian No.7039, 6792, 7793 of Mouza-Kamrabad, J.L.No.41, within P.S. Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist. South 24 Parganas together with all sorts of easement rights whatsoever attached thereto, butted and bounded by: -

- ON THE NORTH** : Public Road.  
**ON THE EAST** : 8' feet wide common passage.  
**ON THE SOUTH** : Land of R.S. Dag No. 2339.  
**ON THE WEST** : 11' feet wide common passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO :****(Said Flat)**

**ALL THAT** piece and parcel of one flat, being **Flat No. ....**, measuring **..... sq.ft. super built up area**, more or less, on the **..... floor** having **..... floor** together with undivided impartible proportionate share of land mentioned in First Schedule land underneath with all sorts of easement rights whatsoever and right to use common areas and facilities and the said flat in R.S. Dag No. 2540, L.R. Dag No.2555, under R.S.Khatian No.212, L.R. Khatian No.7039, 6792, 7793 of Mouza-Kamrabad, J.L.No.41, within P.S.

Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist.  
South 24 Parganas.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common areas and installations common to the Owners)**

1. Common passage from the main road to the Building.
2. Water pump, water tank and other plumbing installation and pump room, overhead tank.
3. Drainage and sewers.
4. Boundary walls and main gate.
5. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.

**THE FOURTH SCHEDULE AS REFERRED TO ABOVE**

**(COMMON EXPENSES)**

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **THIRD SCHEDULE** hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure outer walls and common areas of the Building.
3. The costs of cleaning and lighting the entrance of the Building

and the passage and spaces around the Building lobby, staircase and other common areas.

4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may be applicable and/or payable as the said building.
6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

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

**SIGNED, SEALED & DELIVERED**

By the parties at Kolkata in the Presence of:

**WITNESSES:**

1.

**SRI MANAS MONDAL  
SRI MOLAY MONDAL  
SMT. MALINA NASKAR  
SMT. SANTANA SANFUI**

Represented by their  
Constituted Attorney:

2.

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**SIGNATURE OF THE OWNER**

**Proprietor of Maa Shibani  
Constructions**

**Drafted by me:**

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**SIGNATURE OF THE DEVELOPER**

**(TAPAS CHOWDHURY)**

Advocate  
Alipore Judges' Court  
Kolkata-27.

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**SIGNATURE OF THE PURCHASER**

Print at :

Alipore Judges' Court  
Kolkata-27.

**MEMO OF CONSIDERATION**

**RECEIVED** of and from within named **Purchasers** the within mentioned sum of **Rs...../- (Rupees .....)** **only** being the full consideration money as per Memo below.

**MEMO**

<b>Cheque No.</b>	<b>Drawn on</b>	<b>Date</b>	<b>Amount</b>
		<b>Total</b>	<b>Rs.           /-</b>

(Rupees ) only

**WITNESSES:**

1.

2.

**Proprietor of Maa Shibani Constructions**

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**