

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the ..... day of .....  
Two Thousand ..... (201...).

**BETWEEN**

**SMT CHANDRABALI KHAN (PAN No.AMXPk3302J)** wife of late Debu Das Khan by religion Hindu by occupation Housewife residing at 18/3, Kalikapur Road Kolkata 700 099, Police Station, Survey Park, P.O.Mukundapur, District South 24 Parganas, hereinafter referred to as the **“OWNER/CONFIRMING PARTY”** (which expression shall unless otherwise repugnant to the context be deemed to mean and include his heirs, executors, representatives, administrators and assigns) of the **“THIRD PART”** represented by **SRI KAILASH CHAND AGARWAL,(PAN-ACLPA2104N)** son of late S. R. Agarwal, by religion – Hindu, by occupation – Business, residing at 3,Vidyasagar Sarani, P.O.-Santoshpur, Vidyasagar Sarani, Kolkata – 700075, P.S. Kasba, District South 24 Parganas as her Constituted Attorney ,

**BASUKI CONSTRUCTION, a proprietorship firm having its office at 43, Jheel Road, Jadavpur, P.O.-Santoshpur, Kolkata – 700075, Police Station – Garfa, represented by its proprietor SRI KAILASH CHAND AGARWAL,(PAN-ACLPA2104N) Ph-98310 088143 son of late S. R. Agarwal, by religion – Hindu, by occupation – Business, residing at 3,Vidyasagar Sarani, P.O.-Santoshpur, Vidyasagar Sarani, Kolkata – 700075, P.S. Kasba, District South 24 Parganas, hereinafter referred to as the “DEVELOPER/ FIRST PARTY”** (which expression shall unless otherwise repugnant to the context be deemed to mean and include the said firm, its proprietor heirs, executors, representatives, administrators and assigns) of the **“FIRST PART”**

**AND**

**MR. /MRS. .... (PAN - .....),** wife/son/daughter of ....., by occupation – ....., by faith- ....., by Nationality- ....., residing at ....., hereinafter referred to as the **'PURCHASER/S'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**DESCRIPTION OF PROPERTY**

**WHEREAS all that piece and parcel of a plot of land measuring 6 Cottahs and 5 sq.ft more or less comprised in R.S Dag No-217 appertaining to R.S. Khatian No 73 of Mouza Kalikapur, J.L.No 20 Police Station Survey Park, within K.M.C Ward No 104 has been purchased by the Owner/Confirming Party herein in the year 1990 from the then owner Ganesh Chandra Kumir of the then Kalikapur, Kolkata 700 078. The said deed registered in the office of the District Registrar at Alipur recorded as in Book 1 Volume No.44 Pages 132 to 138 being No 2028 for the year 1990 of the said office.**

**AND WHEREAS by another deed dated 4<sup>th</sup> February 1091 the Owner/Confirming Party herein has purchased by another plot of land adjacent to her previous purchased land measuring 6 Cottahs 4 sq.ft. comprised in R.S. Dag No 214 under R.S. Khatian No 68 of Mouza Kalikapur J.L. No 20 Police Station Survey Park. The said deed registered in the office of the District Registrar at Alipur recorded as in Book 1 Volume No 361 Pages 286 to 291 being No 1541 for the year 1991 of the said office.**

**AND WHEREAS since possessed over the said landed property the Owner/Confirming Party herein has purchased the another plot of land measuring 3 Cottahs 14 Cittaks 15 sq. ft. more or less comprised in R.S. Dag No 222 under R.S Khatian No 310 of same Mouza in the year 2012 form One Subir Khan. The said deed registered in the office of the D.S.R. 111 at Alipur**

recorded as in Book 1 CD Volume No 17 Pages 659 to 672 being No 08145 for the year 2012.

AND WHEREAS by virtue of the aforesaid three deed the Owner/Confirming Party herein become the absolute owner of all that the land measuring 15 Cottahs 14 Chittaks 24 sq.ft. more or less comprised in dag numbers mentioned herein above and is in physical possession over the same free from all encumbrances.

AND WHEREAS since possessed over the same the Owner/Confirming Party herein with a view to develop the said land had entered into a Development agreement on the 13<sup>th</sup> day of August 2015 with the Developer herein under certain terms and conditions mentioned therein and the said development agreement registered in the office of the A.D.S.R. Sealdah recorded as in Book 1, Volume No 16062015 pages 24563 to 24608 being No 160602395 for the year 2015 and thereafter on the 17<sup>th</sup> day of August 2015 the present owner executed a Development Power of Attorney in favour of said Basuki Construction and the said power of attorney registered in the office of the A.D.S.R. Sealdah recorded as in Book 1, Volume No 1606 2015 pages 282210 to 28235 being No 160602462 for the year 2015.

AND WHEREAS as per terms and conditions of the said agreement and by virtue of the said power of Attorney the developer herein has prepared a building plan and obtained sanction of the building plan from the Kolkata Municipal Corporation vide Building plan permit No 2018110072 dated 01/08/18,

AND WHEREAS in terms of the said Agreement and Development Power of Attorney, the developer has right/authority to enter the agreement for sale and execute Deed of Conveyance of its allocated flats/car parking spaces with the intending purchaser or purchasers and receive advance/earnest money therefrom.

**AND WHEREAS** the Developer has registered the said Housing Complex named and styled as ..... under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under registration No. .... .

**AND WHEREAS** being so authorised as stated above the Developer has expressed its desire to sell a flat out of the Developer's allocation and coming to know of that and having a requirement of the self same flat in the like area, and being aware of the declaration of Developer, the Purchaser/s offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the purchaser/s herein on ....., on terms and conditions therein mentioned.

**AND WHEREAS** by virtue of a registered agreement for sale dated ..... registered in the office of the ..... and recorded in its Book No. ...., Volume No. ...., pages from ..... to ....., Being No. .... for the year ..... made between the Purchaser herein and the Vendors/Owners herein and the Developer/Confirming Party herein, the Purchaser/s herein agreed to purchase one self-contained Flat being **Flat No. "....."** having carpet area measuring ..... **Sq. ft.** be the same a little more or less on the ..... **floor** at the ..... side together with ..... **Car parking space** measuring an area of ..... **Sq. ft.** more or less on the Ground floor in **Block No. ....** of the said G+IV (Ground plus Four) storied building christened as ..... hereinafter referred to as the "**said flat and car parking space**", lying and being Holding No.....together with undivided and indivisible proportionate share in the land underneath together with other facilities for and at a total price of **Rs. ..../- (Rupees .....)** only.

**AND WHEREAS** in terms of the said agreement for sale dated ....., the Owners/ Vendors and the Developer/Confirming Party herein have agreed to sell and transfer one self contained flat being **Flat No. "....."** having carpet area measuring ..... **Sq. ft.** be the same a little more or less on the ..... **floor** in **Block-.....**more fully delineated in the map or plan annexed hereto hatched in colour RED of the said G+IV storied building lying and situated at Premises/Holding No. ....at a total agreed consideration of **Rs. ..../- (Rupees .....)** only and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land described in the **FIRST SCHEDULE** hereto alongwith proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully

and particularly in the **THIRD SCHEDULE** hereunder written with lawful aforesaid consideration subject to the purchasers' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. Which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereat which are more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

**AND WHEREAS** the purchasers having agreed to purchase the said flat and car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper deed of conveyance thereby selling, conveying and transferring the said Flat and car parking space unto and in favour of the Purchaser/s absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser/s.

**AND WHEREAS** the Purchaser/s herein, hereby mutually agrees upon that Supplementary Agreements, entered into amicably by the Owners and the Developer .....as and when required in respect with any issue arises in future in pursuance with the development and transfer process, shall be signed by him as a Confirming Party.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said sum of **Rs. ....../- (Rupees .....)** only truly paid by the Purchaser/s to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said flat and car parking space along with the proportionate undivided undemarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT** one self contained flat being **No. ....** situate at the ..... side on the ..... **floor** of Block- ..... having carpet area measuring ..... **Sq. ft.** together with ..... **Car parking space** on the Ground floor in Block-..... of Premises/Holding .....which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **“said flat and car parking space”** together with the undivided proportionate share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc.

to enjoy and possess all common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors up to and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/s and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the ..... **Floor** and the said car parking space at the ground floor in Block-..... of the said building complex having right to use, occupy, own possess the said flat and car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the Purchaser/s paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and car parking space and other outgoings so long separate assessment is not made for the said **flat and car parking space** in the name of the Purchaser.

**The Vendors and the Developer do hereby covenant with the Purchasers as follows :-**

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said flat mentioned in the **SECOND SCHEDULE** hereunder written along with common areas amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchasers in the manner aforesaid and that the Owners/Vendors and the Developer/Confirming Party have not done or suffered knowingly from anything whereby the said flat may be encumbered, affected or impeached in respect of the estate, title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and has not been offered as security or otherwise to any authority whatsoever or howsoever.
3. That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.
4. All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the Purchaser/s, shall be paid by the Owners/Vendors and if any portion of any

tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser/s then it will be recoverable from the Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said flat after the instant Deed of Conveyance is registered possession given subject to the formation of the Association as mentioned hereto when the Purchasers shall pay the Govt. Rent & Municipal taxes and other outgoings exclusively for the said Flat & the Covered Car Parking spaces and shall pay for all the common portions proportionately to the said Association as would be so directed.

**5.** The Owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser/s for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

**6.** The Purchasers, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat.

**7.** The Purchaser/s shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

**8.** The Purchaser/s shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarpur Municipality.

**9.** That the Purchaser/s shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.

**10.** That the Purchaser/s shall pay the proportionate share of premium of the Insurance for the said building if any.

**11.** The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the Owners/Vendors (or previous land lord) herein.

**12.** The Vendor & Developer will deliver the right to use and enjoy the common amenities mentioned in the Third Schedule hereunder written to the Purchaser/s after completion of the entire project.

**13.** Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Vendor about the correctness of the Vendors' title, which if found defective or untrue at any time, the Vendors shall, at the costs, expenses, risk and responsibility of the Vendor, forthwith take all necessary steps to remove and/or rectify.

**THE FIRST SCHEDULE REFERRED TO ABOVE**  
**(DESCRIPTION OF THE LAND AND PREMISES)**

**ALL THAT** piece and parcel of a plot of land measuring 6 Cottahs and 5 sq.ft more or less comprised in R.S Dag No-217 appertaining to R.S. Khatian No 73 of Mouza Kalikapur, J.L.No 20 Police Station Survey Park, within K.M.C Ward No 104 has been purchased by the Owner/Confirming Party herein in the year 1990 from the then owner Ganesh Chandra Kumir of the then Kalikapur, Kolkata 700 078. The said deed registered in the office of the District Registrar at Alipur recorded as in Book 1 Volume No.44 Pages 132 to 138 being No 2028 for the year 1990 of the said office.

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Book 1 CD Volume No 17 Pages 659 to 672 being No 08145 for the year 2012.

**AND WHEREAS** by virtue of the aforesaid three deed the Owner/Confirming Party herein become the absolute owner of all that the land measuring 15 Cottahs 14 Chittaks 24 sq.ft. more or less comprised in dag numbers mentioned herein above and is in physical possession over the same free from all encumbrances.

**Butted and bounded**

- On the East** :- .....
- On the South** :- .....
- On the North** :- .....
- On the West** :- .....

The name of the said proposed building project above is known, called and named .....

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE FLAT TO BE SOLD)**

**ALL THAT** Flat No. .... having carpet area measuring ..... **Sq. ft.** being Super built-up area ..... Sq. Ft. be the same a little more or less on the ..... side of the ..... **Floor** of the said G+4 storied building consisting of .... Bed rooms, ... Dining/Drawing room, ..... Kitchen, ..... W.C., ..... Toilet, ..... Verandah, together with **one** ..... **car Parking Space** in **Block** - ..... in of the Housing Complex named and styled as .....also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Third Schedule hereunder written and the Flat & car parking space is being erected as Building Ward No. 26, Municipal Holding No. 513, District South 24-Parganas morefully described in the **First / Schedule** herein above.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON RIGHTS AND SERVICES)**

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.

3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift and common areas facility etc. for the said Complex.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES :** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.

- 5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
- 6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
- 7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
- 8. **OTHER:** All other expenses and/or outgoing including litigation expenses as may be incurred by the builder and/or the Association for common purpose.

**IN WITNESS WHEREOF ALL THE PARTIES** have hereto signed this **DEED OF CONVEYANCE** this the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the above named parties  
in presence of the following

**WITNESSES :**

- 1.

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**SIGNATURE OF THE OWNERS/VENDORS**

- 2.

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**SIGNATURE OF THE PURCHASER/S**

**SIGNATURE OF THE DEVELOPER**

Drafted by :-

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs. ....../- (Rupees ..... only)** towards the full and final consideration price of the within mentioned flat situated of the ..... side of the ..... floor in Block-.....together with ..... car parking space of the building Premise/Holding No. 513, Paikpara Road, Kolkata – 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

<b>CHQ DETAILS</b>	<b>DATE</b>	<b>BANK</b>	<b>FLAT AND CAR PARKING AMOUNT</b>	<b>S.TAX</b>	<b>CHQ AMT</b>

**Rs...../- (Rupees ..... only)**

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

- 1.

2.

---

**SIGNATURE OF THE DEVELOPER**