

DEED OF CONVEYANCE

THIS DEED is made this ____ Day of, 2023 Christian Era

B E T W E E N

ASHOKE MAJUMDER @ ASHOK MAJUMDAR @ ASHOK MAJUMDER (Aadhar – 6292-7633-8453, PAN – AEXPM6208H) son of Late Paresh Chandra Majumdar, by nationality Indian, by faith Hindu, residing at 3/56, Mahajati Nagar, Block – 3, P.O. Birati P.S. Airport, Dist. North 24 Parganas, Kolkata - 700051 hereinafter referred as the **“LAND OWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART**

A N D

M/S. SWAPNO DEVELOPERS PRIVATE LIMITED (PAN- AARCS1775L) a Company under the Companies Act, 1956, Presently having its Registered office at 1008, Madhusudan Banerjee Road, P.O. Birati, P.S. Nimta District North 24 Parganas, Kolkata - 700051 represented by one of its Director **SRI SURAJIT CHAKRABORTY (PAN – AFFPC9631M, AADHAR – 7635-1724-9928)** , son of Late Sunil Kumar Chakraborty, by faith Hindu, by occupation - Business, residing at 5/A, Khalishakota Pally, P.O. Birati, P.S. DumDum, District North 24 Parganas, Kolkata - 700051 hereinafter called the **“PROMOTER/DEVELOPER”** (which expression shall unless excluded by or repugnant to the context or the subject be deemed to mean and include its heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**

AND

..... S/o, resident of
....., P.O. Gopalpur, P.S.
....., District North 24 Parganas, Kolkata by faith –
....., by occupation –, hereinafter referred to as the
“PURCHASER” (which terms and/or expression shall unless excluded by or repugnant to the context or subject or deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**

IN WITNESSETH

WHEREAS One Bijali Prava Majumder, since deceased, the Mother of the present Land Lord became absolute owner and sufficiently entitled to a plot of land measuring an area about 4 Katha 5 chittacks and 34 Sq Ft more or less comprised in C.S. & R.S. Dag No. 118(P), under E.P. No. 202 and S.P. No. 108 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), Police Station - Airport, North 24 Parganas, The then A.D.S.R.O. Cossipore Dum Dum, within local limits of North Dum Dum Municipality under Ward No. 14, by virtue of a Deed of Gift being Deed No. 2444 dated 27/06/1989 executed by Additional Rehabilitation Officer, Refugee Relief & Rehabilitation Department, Government of West Bengal under Refugee rehabilitation scheme which was registered before Additional District Registrar, North 24 Parganas at Barasat recorded in Book No. 1, Volume No. 32 imprinted in pages from 173 to 176 and after allotment of such piece and parcel of land said Bijali Prava Majumder were in actual khas possession and enjoyment of such land together with all manner of easement rights passages for egress and ingress of said land.

AND WHEREAS By another Indenture dated 14/12/1990 executed by Additional Rehabilitation Officer, Refugee Relief & Rehabilitation Department, Government of West Bengal being Deed of Gift vide Deed No. 1944 which was registered before Additional District Registrar, North 24 Parganas at Barasat recorded in Book No. 1, Volume No. 26 imprinted in pages from 273 to 276 present Land Lord became actual owner and possessor in respect of All That piece and parcel of land measuring about 1 Katha 14 Chittak 14 Sq Ft more or less comprised in C.S. Dag No. 118(P), under E.P. No. 202A and S.P. No. 108/1 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), Police Station - Airport, North 24 Parganas Kolkata, The then A.D.S.R.O. Cossipore Dum Dum, District : North 24 Parganas, within local limits of North Dum Dum Municipality under Ward No. 14 presently 15 and since then the present Land Lord was/is possessing the said piece and parcel of land.

AND WHEREAS while said Bijali Prava Majumder was in actual khas possession and enjoyment of all that piece and parcel of land measuring an area about 4 Katha 5 chittacks and 34 Sq Ft more or less comprised in C.S. & R.S. Dag No. 118, under E.P. No. 202 and S.P. No. 108 within Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P), Police Station - Airport, North 24 Parganas Kolkata, The then A.D.S.R.O. Cossipore Dum Dum, District : North 24 Parganas, within local limits of North Dum Dum Municipality under Ward No. 14 presently 15, by constructing a residential

pucca unit thereon, she transferred said piece and parcel of land to her Son i.e. the present Land Lord herein by way of a registered Deed of Gift dated 09/08/2010 being Deed No. 09105 registered before the District Sub-Registrar-II, North 24 Parganas at Barasat.

AND WHEREAS by virtue of said Deed of Gift the present Land Lord became actual owner and possessor in respect of total piece and parcel of land measuring about 6 Katha 4 Chittak 03 Sq Ft and after having been in possession and enjoyment in respect of the total land measuring about 6 Katha 4 Chittak 03 Sq Ft, present Land Lord duly recorded his name before the concerned Municipality and acquired his Ownership recorded in respect of total land comprised in different Municipal Holding Numbers 146(187) and 407 and simultaneously amalgamated into One Municipal Holding No. 146(187) vide Amalgamation Certificate dated 10.07.2020 issued by North DumDum Municipality and at present the present Land Lord is in absolute possession and enjoyment in respect of a piece and parcel of land measuring about 6 Katha 4 Chittak 03 Sq Ft recorded in Municipal Holding No. 146(187) under Ward No. 15 within the Jurisdiction of North DumDum Municipality.

AND WHEREAS the owner herein was desirous to promote/develop the afore piece and parcel of land but due to paucity of knowledge regarding promoting, he approached the Developer herein for construction of Multistoried building on the aforesaid plot of land (which briefly described in the schedule below) at his own cost strictly in accordance with the plan to be sanctioned by the local North Dum Dum Municipality upon certain terms and conditions and the Developer agreed to accept the said proposal.

AND WHEREAS knowing such desire of the Owner the said '**M/S SWAPNO DEVELOPERS PRIVATE LIMITED**', a Company under the Companies Act, 1956, Presently having its Registered office at 1008, Madhusudan Banerjee Road, P.O. Birati, P.S. Nimta, Kolkata – 700051, District North 24 Parganas became interested to undertake such constructional work by using its own finance and made a proposal to the Owner to that effect and on discussion, the Owner herein became agreed to enter into an Agreement allowing the said person/firm to undertake such construction on the said plot the proposed multistoried building at the cost and expenses to be incurred by the said Developer/Firm under certain terms and conditions and accordingly both the Owner and the Developer agreed to enter into an Agreement for Construction of the said building.

AND WHEREAS for avoiding any future litigations and complications, both the Owner and the Developer entered into an agreement dated registered before D.S.R. II, North 24 Parganas at Barasat on certain terms and conditions and certain rights and obligations of which both the Parties will be binding upon and after execution of such Agreement the Owner herein executed a Power of Attorney on behalf of the Developer to do all acts , deeds and things in respect of the property.

AND WHEREAS thereafter being duly authorized by the Owner, the Developer started construction of the project and/or multi-storied building by observing the Rules and Regulations as stipulated by the concerned authorities.

AND WHEREAS the Vendor/Developer/Promoter herein have announced to sell out from the Developer’s allocation and the Purchaser of the 2nd Part herein has agreed to purchase a self contained residential Flat being No ‘.....’, on the **Floor**, of the G+4 Storied Building namely ‘**SUKHNIR**’ measuring a super built-up area of Sq.ft. more or less (including Super Built Up area) (including Lift, Staircase, common latrine/toilet/privy with water facility round the clock from overhead tank) along with the undivided proportionate share of underneath land (described in The Schedule ‘A’ hereunder written) together with right to use all common facilities, amenities and common uses of the said building with other flat owners for the total consideration price of **Rs**/- (**Rupees**) **only**

NOW THIS INDENTURE WITNESSETH that the Purchaser herein already paid total consideration of **Rs**.**only** well and sufficiently paid by the Purchaser herein on or before the execution of these presents to the Vendor therein as per memo of consideration hereunder written (the receipt whereof the Vendor doth hereby admits and acknowledges for the same and every part thereof) and the Vendor herein doth hereby grant, convey, transfer, assign and assure unto or in favour the said Purchaser free from all sorts and encumbrances **ALL THAT piece and parcel of one independent and complete residential flat, being Flat No.' on theFloor, Side (..... Portion), measuring Square Feet be the same a little more or less of Super Built Up area, lying and situate in the building** (including proportionate share of Lift, Staircase, common latrine/toilet/privy with water facility round the clock from overhead tank) along with the undivided proportionate share of

underneath land (described in The Schedule 'A' hereunder written) together with right to use all common facilities, amenities and common uses of the said building more fully and particularly described in the **SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY** and its **TOGETHER WITH** all the benefits of common and/or other rights, particularly easements, quasi easements appendages appurtenances including all rights, title and/or interest **WHATSOEVER** of the **VENDOR** do hereby sold, transferred, conveyed unto the purchaser forever **AND** the Purchaser herein shall and may at all times hereinafter peaceably and quietly possess and enjoy the said Land and building more fully described in the Schedule hereunder written and marked with **RED** colour in the annexed plan and every part thereof **AND TO HAVE AND TO HOLD** the same forever and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor/Developer or any person or persons lawfully or equitably claiming from or under in trust for them **AND** the Vendor/Developer have good right, fully power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Premises and every part thereof unto the purchaser herein and hereby granted, sold, conveyed, transferred or expressed or intended so to be unto and to the use of the purchaser.

This Deed of Conveyance is made by paying proper Stamp Duty & Fees upon the Govt. Assessed Value.

AND FURTHER VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

1. That interest which the Vendor profess to transfer, subsists and that they have good right, title and absolute authority to grant, transfer, assign and assure their respective interest in encumbrances **ALL THAT piece and parcel of one independent and complete residential flat, being Flat No.' on theFloor, Side (..... Portion), measuring Square Feet be the same a little more or less of Super Built Up area, lying and situate in the building** (including proportionate share of Lift, Staircase, common latrine/toilet/privy with water facility round the clock from overhead tank) along with the undivided proportionate share of underneath land (described in The Schedule 'A' hereunder written) together with

right to use all common facilities, amenities and common uses of the said building as particularly mentioned in the schedule hereunder along with undivided proportionate share of the said land, common portions common parts and common easements right, electrical installations and other parts, paths, passage and all other properties and rights in the said land and building hereunder granted conveyed, transferred, assigned and assured unto the purchaser in the manner aforesaid.

2. It shall be lawful for the purchaser from time to time and at all time hereafter to enter into and upon the building, to enjoy the unit and paths, passages in the said building and every part thereon and to receive there at, issues and profits thereof without any interruptions disturbances, claim and/or demands whatsoever from or by the Vendor or any of them or persons or person claiming through or under or in trust for them.

3. The said **ALL THAT** piece and parcel of self contained ownership Flat admeasuring **Sq.ft.** more or less (including Super Built Up area) (including Lift, Staircase, common latrine/toilet/privy with water facility round the clock from overhead tank) along with the undivided proportionate share of underneath land being No ‘.....’, on the **Floor**, North West side of the said building consisting of bed rooms, kitchen cum Dining, bath & privy together with undivided impartiable proportionate share of land described in the Schedule ‘A’ along with the common ingress and egress together with all easement right, and right to use all civil amenities and facilities available in the said multistoried (G+4) building including common roof right locally known as “.....” lying situate in or over the “A” Schedule property (including proportionate share of Lift, Staircase, common latrine/toilet/privy with water facility round the clock from overhead tank) along with the undivided proportionate share of underneath land (described in The Schedule ‘A’ hereunder written) together with right to use all common facilities, amenities and common uses of the said building all fittings, fixtures and installations and other common parts paths and passages hereby conveyed in the said land and building and discharged from and against all manner of encumbrances trusts, liens, lispendencies, etc. whatsoever save these expressed mentioned herein.

4. The Vendor shall from time to time and at all times hereinafter upon every reasonable request and at the costs and expenses of the Purchaser made to acknowledge executes and perfect all such further and other all lawful and reasonable acts, deeds, and/or more perfectly the said unit and the undivided proportionate share of land including the common portions and common parts and easements, rights, electrical installations and other common parts, thereof unto the purchaser in the manner aforesaid and as shall or may be reasonably required.

THE PURCHASER DO HEREBY COVENANT WITH THE VENDOR:-

1. That the purchaser shall use the said premises as specifically mentioned in the Schedule hereunder written for residential purpose.

2. The Purchaser shall also likewise pay from the date of the possession of the said unit the proportionate shares of the consolidated municipal taxes, which shall be payable from time to time and all other impositions including the betterment fees, if any.

THAT THE PURCHASER SHALL DO THE FOLLOWING

1. To keep at his own cost and expense the said premises and every part thereof and all fixtures and fittings therein or exclusively therein property painted and in good repairs and in a best and clean condition and as a decent and respectable dwelling unit.

2. To use all the paths, passages and save reserved hereunder by the Vendors only for the purposes of egress and ingress to and for no other purposes whatsoever.

3. After this purchase, cost expenses for separate assessment of Municipal Tax for the premises, in the concerned Municipality will be borne by the Purchaser as owner, provided however, the vendor shall render all co-operation and assistance to the Purchaser for mutation of the said premises in the name of the Purchaser

SCHEDULE 'A' ABOVE REFERRED TO

(Description of the Total Premises)

ALL THAT piece and parcel of land measuring an area **about 4 Katha 5 chittacks and 34 Sq Ft** more or less comprised in **C.S. & R.S. Dag No. 118**, under **E.P. No.**

202 and S.P. No. 108 within **Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P)** **AND ALSO ALL THAT** piece and parcel of land measuring about **1 Katha 14 Chittak 14 Sq Ft** more or less comprised in **C.S. Dag No. 118(P)**, under **E.P. No. 202A and S.P. No. 108/1** within **Mouza Gouripur, J.L. No.6, C.S. Plot No. 118(P)**, comprised in different Municipal Holding Numbers **146(187)** and **407** in total **All That piece and parcel of Land measuring about 6 Katha 4 Chittak 3 Sq Ft** present **R.S. & L.R. Dag No. 118, R.S. Kahtian No. 2514** recorded in **Amalgamated Municipal Holding No. 146(187)** under **Police Station - Airport, A.D.S.R.O. Bidhannagar, District : North 24 Parganas**, within local limits of **North Dum Dum Municipality** presently under **Ward No. 15, Mahajati Nagar 3 No. Block.**

The property butted and bounded by :-

On the North : Property of Mr. Ghosh.
On the South : House of Others.
On the East : Other's Property.
On the West : 12 Ft wide Municipal Road.

THE SCHEDULE 'B' ABOVE REFERRED TO

Description of a Flat

ALL THAT piece and parcel of self contained ownership Flat admeasuring **Sq.ft.** more or less (including Super Built Up area) (including Lift, Staircase, common latrine/toilet/privy with water facility round the clock from overhead tank) along with the undivided proportionate share of underneath land being No '.....', on the **Floor**, North West side of the said building consisting of bed rooms, kitchen cum Dining, bath & privy together with undivided impartible proportionate share of land described in the Schedule 'A' along with the common ingress and egress together with all easement right, and right to use all civil amenities and facilities available in the said multistoried (G+3) building including common roof right locally known as "....." lying situate in or over the "A" Schedule property which is marked with red ink border in the map or plan annexed herewith and same will be treated as the part of this deed. butted and bounded as under :

THE SCHEDULE 'C' ABOVE REFERRED TO

(COMMON AREAS)

1. Boundary walls of the said premises
2. Staircase leading from the ground floor to the top of the building and the stair lobbies and elevator
3. Main entrance gate of the premises and main entrance gate of the building
4. All columns and beams and load bearing walls of the said building.
5. Overhead water tanks reservoir main pipe for lifting water from under ground water reservoir to the overhead tanks common plumbing system of the building entire sewerage and drainage system the building main water pipes room pump motor and rain water pipes
6. Lights in the common areas of the building as well as premises.

SCHEDULE 'D' ABOVE REFERRED TO

(SPECIFICATION OF WORK)

Type of Construcion	of	R.C.C. frame structure made by good quality Century
Floor :		The owners allocated floor will be floor tiles
Doors :		Main door will be wooden frames and other doors will be of goods quality flush type doors with wooden frames.
Windows :		All window will be box with steel and glass fitting.
Toilet :		One shower one white colour basin system and a Indian style commode, white pan of porcelanin in total with glass tiles upto 5 ft height where toilets are in a flat and other

	aforesaid fittings and things and the follor will be mosaic finish.
Kitchen :	R.C.C. black slab on cooking platform and floor tiles
Water Arrangement :	24 Hours water supply through deep tube well.
Electrification :	Electric point will be supplied at Bed room : One fan point, 4 nos. light points, one plug point, Kitchen : One light point, one plug point, one exhaust fan point Living Dining One no fan point two light points, one plug on T.V. point, an one 5 amp Socket point.

THE SCHEDULE 'E' ABOVE REFERRED TO
(COMMON EXPENSES TO BE INCURRED BY THE PURCHASERS)

1. The proportionate expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the outer walls and rain water pipes of the building water distribution pipes, sewers lines and electric wires in under or upon the building to be enjoyed or used by the purchasers in common with the other occupiers of other unit and main entrance, passages of the building as enjoyed by the purchaser or used by their in common as aforesaid and the boundary walls of the building and compound etc.
2. The costs of cleaning and lighting the passages, other parts of the building enjoyed or used by the Purchaser in common as aforesaid.
3. The costs of maintaining and decorating the exterior of the building.
4. The salaries of the sweepers, mistry and caretakers etc. if any to be appointed.
5. The cost of working and maintenance of other lights and service charges.

6. The proportionate rates, taxes and outgoings in respect of the said unit from today. The purchasers shall not be liable to bear any outstanding/arrear of Municipal Taxes, Electricity charges, maintenance charges etc. in respect of the said Flat.

IN WITNESS WHEREOF the parties have hereunder set and subscribed their respective hands and seals the day, month and year first above written.

WITNESSES :

1.

**As Constituted Attorney of the Land
Owner/Vendor**

2.

SIGNATURE OF THE OWNERS/VENDORS

**SIGNATURE OF THE DEVELOPER/CONFIRMING
PARTY/**

EXECUTORS

SIGNATURE OF THE PURCHASER