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**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... Day  
of July, Two Thousand Twenty Three (2023) A.D.

**B E T W E E N**

**(1) SRI NEMAI CHANDRA PATRA (PAN – BPXPP5124F), (AADHAAR NO. 2334 3706 2192), (2) SRI TARAK NATH PATRA (PAN – ARUPP0961A), (AADHAAR NO. 6886 3131 8283),** both sons of Late Jatindra Nath Patra both by faith Hindu, all by nationality Indian and all are residing at 207, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, hereinafter jointly and collectively called and referred to as the **LAND OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) of the **FIRST PART** being represented by their lawful

constituted Attorney **SMT. SUJATA DUTTA**, wife of Sri Satyajit Dutta, residing at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, the sole proprietress of **OM ENTERPRISE**”, a Proprietorship Firm, having its office at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, by virtue of registered Development Power of Attorney, which was duly registered on 30.06.2020 at the Office of the D.S.R. II, Alipore, and was recorded in Book No. I, Volume No. 1602-2020, Pages from 133282 to 133347, Being No. 03382 for the year 2020.

**AND**

**“M/S. OM ENTERPRISE”**, a Proprietorship Firm, having its office at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, being represented by its sole Proprietor **SMT. SUJATA DUTTA, (PAN – BMJPD9236R), (AADHAAR NO. 2912 2837 6504)**, wife of Sri Satyajit Dutta, residing at 229, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, hereinafter called and referred to as “the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**

**AND**

**(1) SRI .....** (**PAN – .....**),  
**(AADHAAR NO. ....)**, son of Sri Kamala  
 Kanta Barman, by occupation – Service, and **(2) SMT.**

..... (PAN – .....),  
**(AADHAAR NO. ....)** wife of Sri Bimal Barman, by occupation – Housewife, both by caste – Hindu, both by Nationality - Indian and both are residing at Village - khagri bari, P. O. – patlakhawa, P.S. pundibari, District - Coochbehar, Pin – 736165, hereinafter jointly and collectively called and referred to as the “**PURCHASERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** by virtue of a registered Deed of Bengali Kobala duly registered on 18.03.1960 at the Office of joint Sub-Registrar at Behala and was recorded in Book No. I, Volume No. 28, Pages from 238 to 242, Being No. 1275, for the year 1960 one Jatindra Nath Patra, since deceased, father of the Owners herein purchased All That piece and parcel of land measuring more or less 7 Cottahs 40 Sq.ft and also purchased 1 Chittacks 22 Sq.ft for passage comprised at Mouza – Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, under R.S. Khatian No. 4103, Dag Nos. 728 & 727 within the then South Suburban Municipality, P.S. Behala, District 24 Parganas (South) from the then Owner Sri Shital Chandra Mahish and Kamal Chandra Mahish both sons of Late Voda Mahish.

**AND WHEREAS** after purchase of the aforesaid land said Jatindra Nath Patra while seized and possessed of the aforesaid land measuring more or less 7 Cottahs 40 Sq.ft as an absolute Owner, he got mutated his name in the then South Suburban Municipality and at present within the limits of the Kolkata Municipal Corporation (S.S.Unit), being known as K.M.C. Premises no. 245, Maharani Indira Debi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, and thereafter said Jatindra Nath Patra died intestate on 09.05.1991 leaving behind him, his wife Smt Usha Patra and three sons namely Nemai Chandra Patra, Tarak Nath Patra and Kashi Nath Patra as his only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956 each having undivided 1/4<sup>th</sup> share thereto.

**AND WHEREAS** thereafter Smt Usha Patra died intestate on 17.08.2006 leaving behind her three sons namely Nemai Chandra Patra, Tarak Nath Patra and Kashi Nath Patra as her only legal heirs

and successors who jointly inherited the said property as per Hindu Succession Act, 1956 each having undivided 1/3<sup>rd</sup> share thereto.

**AND WHEREAS** one of the son namely Kashi Nath Patra died intestate on 17.03.2013 as bachelor leaving behind him, his two living brothers namely Nemai Chandra Patra and Tarak Nath Patra, the present Owners herein, as his only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956 each having undivided ½ share thereto.

**AND WHEREAS** thus by way of inheritance, the present Owners became the joint Owners of All That piece and parcel of land measuring more or less 7 Cottahs 40 Sq.ft comprised at Mouza – Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, under R.S. Khatian No. 4103, Dag Nos. 728 & 727 within the then South Suburban Municipality, P.S. Behala, District 24 Parganas (South) and constructed a single storied pucca building standing thereon.

**AND WHEREAS** thereafter the said property comes within the jurisdiction of the Kolkata Municipal Corporation (S.S.Unit) and the present Owners herein jointly recorded their names in the Assessment Collection Department of the Kolkata Municipal Corporation (S. S. Unit) as joint Owners on 14.10.2020 vide Case no. 0/131/14-OCT-20/61044 being known as K.M.C. Premises no. 245, Maharani Indira Debi Road,

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having its Mailing Address 207, Maharani Indira Debi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, under Ward no. 131, being Assessee no. 41-131-10-0244-6, hereinafter referred to as the said Property morefully mentioned and described in Schedule "A" written hereunder.

**AND WHEREAS** while in enjoyment of the said Property/Premises, the Owners herein jointly intend to develop their said Property/Premises by raising a multi-storied Building thereon through a Developer.

**AND WHEREAS** on coming to know of such intention, the Developer herein approached the present Owners to allow her to construct the said multi-storied Building after developing the said property at her own costs and expenses and by taking all responsibilities and the owners have accepted the proposal of the Developer herein and accordingly both the Owners and Developer herein entered into a Development Agreement for construction cum Power of Attorney which was duly executed on 27.12.2020 and was registered on 20.01.2021 at the office of the District Sub-Registrar-II at Alipore, District 24 Parganas (South) and was recorded in Book No. I, Volume No. 1602-2021, Pages from 47420 to 47477, Being No. 00634, for the year 2021.

**AND WHEREAS** in terms of the said registered Development Agreement cum Development Power of Attorney, the Developer obtained a sanctioned building plan from the building department of the KMC Authority of G+3

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storied Building with lift facility, vide sanctioned Plan No. 2021140362 dated 24.03.2022 and started the construction of the building upon the schedule "A" property in accordance with the said sanctioned building plan.

**AND WHEREAS** the Purchasers have inspected the relevant documents, like Title Deed/Deeds, Sanctioned Building Plan and other valuable documents of the Flat from Developer's Allocation in the proposed building.

**AND FOR THE PURPOSE** of raising fund to meet the huge expenditure involved in the construction of the new building, the Developer herein proclaimed to sell her allocated Flat in the said building under construction and the Purchasers, who were in search of one self-contained residential Flat, came across with the said proclamation and being satisfied with the same, decided to purchase all that one self-contained residential Flat being Flat No. 2C, measuring more or less 750 (Seven Hundred Fifty) Sq.ft super built up area on the North-West side of the Second floor from the Developer's Allocation of the said building upon the K.M.C. Premises No. 245, Maharani Indira Debi Road, having its Mailing Address 207, Maharani Indira Debi Road, P.O. & P.S. Parnasree, Kolkata – 700060, under Ward no. 131, morefully and particularly described in the Schedule "B" written hereunder below at and for a total consideration of Rs.

Built up area : shall mean the covered area measured at floor level of any flat taking the internal dimension of the flat including the built up area of the balcony and verandah and the proportionate share of common areas comprising of the building.

Common portions : shall mean the common parts and portions described in the Schedule "C" written hereunder.

Common expenses : shall mean the common expenses described in the Schedule "D" written hereunder.

Co-owners : shall mean according to its context mean and include to own flat/ s in the building and other lawful occupiers of the building.

Plan : shall mean and sanctioned plan by the Kolkata Municipal Corporation being Plan No. 2021140362 dated 24-03-2022.

Common purpose : shall mean and include the purpose of upkeep, the roof and parapet wall of the building and all other purposes or matters in which the co-owners have common interest relating to the land and building to be constructed thereon.

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28,00,000/- (Rupees Twenty Eight Lakh) only free from all encumbrances  
under the terms and conditions mentioned herein below.

**NOW THIS INDENTURE WITNESSETH** in pursuance of the said **Agreement for Sale dated .....** and in consideration of **Rs.45,50,000/- (Rupees Fourty Five Lakhs Fifty Thousand) only.** the Vendors doth hereby acquit and release the Purchaser and the property being the undivided proportionate share in the land described in the First Schedule in respect of **ALL THAT** piece and parcel of a self contained **residential Flat** as more particularly described in the **SECOND SCHEDULE** hereunder written together with undivided impartible proportionate share of land including all common facility and amenities belonging to the said Building and the Vendors doth hereby convey and transfer, assign and assure unto the Purchaser free from all encumbrances, charges, liens, trust, annuities, lispence and servants or easements with **ALL THAT** the undivided proportionate share of land more fully described in the **FIRST SCHEDULE** in particular the undivided proportionate share in the land underneath in respect of the **SECOND SCHEDULE** flat or howsoever otherwise as the said property now are hereto before were situated butted, bounded, called known, numbered, described and distinguished **TOGETHER WITH** all rights, liberties, privileges, easements, lights, appendage, appurtenance, walls, ways, paths, passages, sewerages, drains, water, water sources and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were told, used, occupied

or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the owners into and upon the same or any part thereof.

**TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED**

conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and all the rules and regulations and agreements lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement, etc., now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Kolkata Municipal Corporation Vendors doth hereby covenant with the Purchaser that notwithstanding any acts deeds or things by the Vendor made done or executed or knowingly suffered with the contrary the Vendors now have good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance up to the Purchaser in manner aforesaid **AND** that the Purchaser, shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents,

issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust for them free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses the Vendors well and sufficiently saved, indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, annuities, debtor, wakf, charges or maintenance and residence whatsoever made or suffering or created by the Vendors or threir predecessors-in-interest or any person lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the Vendors will from time to time and at all times hereinafter at the request and cost of the Purchaser do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the Purchaser in any manner aforesaid or shall or may be reasonable required.

**AND** the Purchaser for him, himself, his heirs, executors, administrators and assigns doth hereby covenant with the Vendors and/or other co-owner of the other unit in the said building.

- A. That the Purchaser shall abide by the Bye-Laws of the Society/Association to be formed and shall bear and pay his proportionate share or part in the common expenses required to be paid as his share of expenses as required by the other co-owners.

- B. That the Purchaser shall use the said flat for residential purpose only and for no other purpose.
- C. That the Purchaser shall not do any work which would jeopardize the soundness or safety of the property reduce the value thereof or impair any easement nor shall the Purchaser and any material structure or excavate any addition basement or cellar without, in every such case the unanimous consent of all the other apartment owners in the building including the Vendors being first obtained.
- D. That the Purchaser shall be liable to pay the proportionate share of Municipal tax, and other fees and also of the common expenses for the maintenance of the common area.

**AND IT IS HEREBY DECLARED AND AGREED** that in case said deeds and writings hereinbefore covenanted to be produced or any of them, shall at any time hereafter be delivered by the Vendors to any other person or persons he shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and without expenses to them, a covenant for the production and furnishing copies of the said deeds and writings which shall have been so delivered up similar to the covenant therein before contained then and in such case said last mentioned covenant shall forthwith be null and void so far as regards, the deeds and writings to which said substitute covenant shall relate. Be it mentioned that by virtue of the Deed of Transfer of Apartment the Purchaser has become entitled to the proportionate impartible share of the land as per attached sketch and the Flat Ownership together with the vertical support of the beams and pillars,

easements rights over the common space on the ground floor for egress and ingress of receipt the entrance passage of the areas isolated demarcated with boundary walls, balcony sewers for exclusive use of residential owners the common areas of described in the **THIRD SCHEDULE** hereunder.

**AND** that the Purchaser further covenant with the vendors that he will not at any time demolish any part of the said Flat and also they will not do any act, deed or thing which might be objected by the vendors/land owners as well as other co-owners and the Purchaser will observe the terms and conditions as laid down in the **FOURTH SCHEDULE** hereunder.

The Map appended with this deed will be treated as a part and parcel of this Deed.

[Only a draft copy to be used as reference, facts, terms and conditions may change on case to case basis]

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of the "land")**

**ALL THAT** piece and parcel of land measuring more or less 7 (Seven) Cottahs 40 (Forty) Sq.ft of land together with G + Three storied building under construction comprised at Mouza – Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, under R.S. Khatian No. 4103, Dag Nos. 728 & 727, at

present within the limits of the Kolkata Municipal Corporation (S.S. Unit) being K.M.C. Premises no. 245, Maharani Indira Devi Road, having its Mailing Address 207, Maharani Indira Devi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, under Ward no. 131, being Assessee no. 41-131-10-0244-6, Borough No. XIV, A.D.S.R. Behala, D.S.R. Alipore, in the District of 24 Pgs (S), which butted & bounded by:-

- ON THE NORTH** : 12' ft wide KMC Road
- ON THE SOUTH** : Land of Bishwanath Samanta
- ON THE EAST** : Land of Nibaran Chandra Dolui
- ON THE WEST** : Other's land

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Description of the "Flat")**

**ALL THAT** piece and parcel of one residential ownership self contained flat being Flat No. 2C, measuring more or less 750 (Seven Hundred Fifty) Sq.ft super built up area on the North-West side of the Second floor from Developer's Allocation lying and situated at Premises No. 245, Maharani Indira Debi Road, having its Mailing Address 207, Maharani Indira Debi Road, P.O. & P.S. Parnasree, Kolkata – 700 060, under Ward no. 131,

together with undivided proportionate share of land underneath the building as described in the Schedule "A" and also proportionate common rights of the common property as per Schedule "C" hereunder written. The said Flat consisting of 2 (two) Bed Rooms, 1 (one) Kitchen cum Dining room, 1 (one) Toilet, 1 (one) W.C. and 1 (One) Verandah.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**THE SCHEDULE "C" ABOVE REFERRED TO**

**PAYMENT PLAN BY THE APPLICANT(S)**

**INSTALLMENT PAYMENT PLAN**

On Booking/ Agreement	30%
On Foundation	7.5%
On Ground Roof Casting	7.5%
On First Roof Casting	7.5%
On Second Roof Casting	7.5%
On Third Roof Casting	7.5%
On Fourth Roof Casting	7.5%
On Fifth Roof Casting	7.5%
On Brick and Plaster of Purchased Unit	7.5%
On Registration or Handover	10%

All payments under installment payment plan shall be made within a maximum period of 10 days of issue of demand letter or mail, otherwise interest applicable as per rule shall be charged. In case payment is not made for two months from the demand date then the booking can be cancelled at the sole discretion of the Vendor/Developer. The Vendor/Developer shall deduct booking

amount plus applicable GST on the amount so received till such time and refund the balance payment, without any interest thereon.

All payment received alter due date will be first applied towards applicable Interest and other sums if any due and thereafter towards the installment. No payment will be received after due date without the payment of applicable interest if any.

(COMMON PORTION)

1. 1. Roof, Stair Case.
2. Entrance of the building.
3. Pump room.
4. Overhead water tank.
5. Water pump and motor.
6. Lift and lift areas.
7. Water pipes and other common plumbing installations.
8. Electric wiring meters and fittings (excluding those that are installed inside the flats).
9. Conduits utilities lines telephones electrical systems etc.

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

**SIGNED, SEALED AND DELIVERED** in presence of : -

**WITNESSES** :

Drafted by me:-

Advocate  
Alipore Police Court  
Kolkata-700027

Typed by me:-

Soumitra Biswas  
Maa Manasha Xerox  
Alipore Police Court  
Kolkata-700027

**SIGNATURE OF THE VENDORS**

OM Enterprise  
*Sujata Dutta*  
Proprietor

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASER**

**MEMO OF CONSIDERATION :**

**RECEIVED** from the within named Purchaser the within mentioned sum of Rs.40,00,000/- (Rupees Forty Lakhs) only as the full and final consideration per following manner

**MEMO**

Cheque/ Cash	Date	Drawn on	Amount (Rs.)
		<b>Total</b>	<b>45,50,000/-</b>

**(Rupees Forty Lakhs) only**

**WITNESSES :**

1.

2.

**OM Enterprise**  
*Sujata Datta*  
 Proprietor

**SIGNATURE OF THE VENDORS**