

**DEED OF CONVEYANCE**

**THIS DEED** is made this \_\_\_\_ Day of ....., 2023 Christian Era

**B E T W E E N**

**GAURANGO TALUKDAR (Aadhar – 9226 3012 3987, PAN – ACDPT3472G)** Son of Sasti Talukdar, by Nationality Indian, by faith Hindu, residing at Sailendra Nath Roy Chowdhury Sarani (Nityalal Kundu Lane), P.O. Birati P.S. Nimta, Dist. North 24 Parganas, Kolkata - 700051 presently at Amla Tola, Kathihar, Bihar-854105 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. ...., 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 Sailendra Nath Roy Chowdhury, since deceased, was sufficiently entitled to a plot of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139, Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality and the said land was recorded in the name of Kishan Chand in record of District Settlement.

**AND WHEREAS** after that said Kishan Chand went to other place leaving the possession of the property to said Sailendra Nath Roy Chowdhury and other co owners and then the possessors executed a 5 years Lease deed on 19.07.1953 in favour of one Murari Baidya.

**AND WHEREAS** while said Murari Baidya was in enjoyment of the leasehold property, he recorded his name in Revisional Settlement and after getting his name recorded in the Revisional Settlement, said Murari Baidya failed to leave the property and handover the peaceful possessions to its actual owners even after expiry of stipulated term of 5 years.

**AND WHEREAS** after expiry of the Five years by way while said Murari Baidya denied to leave the premises, the owners had to approach the Ld. 3<sup>rd</sup> Munsiff Sealdah by filing Civil Case being No. 79 for the year 1958 and after having heard the parties, Ld. Civil Judge passed its Judgment in favour of the actual land Owners.

**AND WHEREAS** being aggrieved by and dissatisfied with the judgment passed by Ld. 3<sup>rd</sup> Munsiff, Sealdah said Murari Baidya preferred an Appeal before 6<sup>th</sup> Sub Judge, Alipore and the Appellate Court was pleased to upheld the Judgment passed by Ld. 3<sup>rd</sup> Munsiff, Sealdah and thereafter said Murari Baidya preferred Second Appeal before Hon'ble High Court at Calcutta vide Appeal No. 1400/1963 and Hon'ble High Court was also satisfied with the Judgement passed by the lower court and appellate court and affirmed the same and thereafter in lieu of the said Judgements the owners took possession of the suit property and by dint of a Registered Deed of Partition Deed being No. 1386 dated 25.02.1970 recorded in Book No. 1, Volume No. 25 imprinted in pages from 282 to 291 registered before A.D.S.R. Cossipore, DumDum, said Sailendra Nath Roy Chowdhury became owner in respect of the aforesaid property alongwith other lands.

**AND WHEREAS** while said Sailendra Nath Roy Chowdhury was in actual khas possession and enjoyment of the aforesaid landed property, he died intestate leaving behind his sons namely Barin Roy Chowdhury, Pratap Roy Chowdhury, Prasanta Roy Chowdhury, Pabitra Roy Chowdhury and Daughters namely Ranjana Roy Chowdhury, Kalpana Banerjee and his wife Juthika Roy Chowdhury as his legal heirs and successors who became joint owners and possessors in respect of the aforesaid land according to Hindu Law of Succession.

**AND WHEREAS** in course of joint ownership and enjoyment in respect of the scheduled land said Barin Roy Chowdhury, Pratap Roy Chowdhury, Prasanta Roy Chowdhury, Pabitra Roy Chowdhury, Ranjana Roy Chowdhury, Kalpana Banerjee and Juthika Roy Chowdhury transferred the scheduled land in favour of One Rina Dutta wife of Golap Chandra Dutta by dint of Registered Saaf Bikroy Kobala Deed being No. 4003 dated 24.05.1973 recorded in Book No. 1 registered in the office of A.D.S.R. Cossipore, DumDum.

**AND WHEREAS** while said Rina Dutta was in actual khas possession and enjoyment of all that piece and parcel of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139 Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality, by constructing a residential pucca unit thereon, she transferred said piece and parcel of land to the present Land Lord herein by way of a registered Deed of Sale dated 20.01.2005 being Deed No. 00999 registered before the District Sub-Registrar, North 24 Parganas at Barasat.

**AND WHEREAS** by virtue of said Deed the present Land Lord became actual owner and possessor in respect of total piece and parcel of land measuring about of land measuring an area about 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139 Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality, present Land Lord duly recorded his name before the concerned Municipality and acquired his Ownership recorded in respect of total land comprised in Municipal Holding Number16(33) and at present the present Land Owner is in absolute

possession and enjoyment in respect of a piece and parcel of land measuring about 5 Katha recorded in Municipal Holding No. 16(33) under Ward No. 13 within the Jurisdiction of North DumDum Municipality.

**AND WHEREAS** the Land owner herein was desirous to promote/develop the aforesaid 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 Land 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 Land owner to that effect and on discussion, the Land 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 Land 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 which was duly registered in office at A.D.S,R Belghoria, and recorded in Book no-I, Volume No-1526-2022,Pages from 183326 to 183355, Being No 152605919 dated 28/09/2022 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 which was duly registered in office at A.D.S,R Belghoria, and recorded in Book no-I, Volume No-1526-2022,Pages from 183810 to 183828, Being No 152605941 dated 28/09/2022 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 2<sup>nd</sup> Part herein has agreed to purchase a self contained residential Flat being No '.....', on the ..... **Floor**, of the G+3 Storied Building namely '**SUMONGAL**' 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 the .....Floor, ..... 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 morefully and particularly described in the **SCHDEULE** 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 al 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 possesses 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 DOTH 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 the .....Floor, ..... 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, lispences, 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 5 Cottahs more or less comprised in R.S. Dag No. 119, R.S. Khatian No. 345 and Modified Khatian No. 211 within Mouza Birati, J.L. No.7, Touzi No. 172, Re Su No. 139 Police Station - Nimta, North 24 Parganas, under the jurisdiction of the then A.D.S.R.O. Cossipore Dum Dum presently A.D.S.R. Belgharia under Ward No. 13 within local limits of North Dum Dum Municipality having Municipal Holding No. 16(33) S. N. Roy Chowdhury Sarani.

**The property butted and bounded by :-**

**On the North** : Plot No.4.  
**On the South** : 12 Ft wide Road.  
**On the East** : Plot No.5.  
**On the West** : Dag No. 120 & 121.

**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 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+3) building including common roof right locally known as “ **SUMONGAL**” 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	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, and 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, mason 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.

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

2.

**SIGNATURE OF THE OWNERS/VENDORS**

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

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**SIGNATURE OF THE PURCHASER**