

भारतीय गैर न्यायिक

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TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

37AB 759156

DEED OF CONVEYANCE

THIS INDENTURE is made on this                      day of                      ..  
Two Thousand Nineteen (2019)

BETWEEN

**SRI SUMEN MODAK ( PAN NO AMJPM7151 )** son Sri Pradip Modak by faith Hindu, by occupation business by Nationality Indian residing at 29/1, Narasingha Avenue, , P.S.- Dum Dum, ward no: - 8 Kolkata-700074 , Dist- North 24 Parganas, hereinafter referred to as the **LAND OWNER /VENDOR** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns and their legal heirs and successors) of the **FIRST PART.**

The Vendors are represented by their constituted attorney **S.K. ENTERPRISE ( PAN. ABZFS2387D)** a partnership firm registered under the Indian Partnership Act, having its principal place of business at 69/1, R.N.Guha Road, P.S- Dum Dum, Kolkata-700074 Dist 24 Parganas North, represented by its partners **SRI DEBASISH BARMAN PAN. AJKPB0589K)** and **SRI PARTHA SARATHI BARMAN (PAN. AHMPB7468G)** both sons of Sri Gopal Barman .( Jointly and separately ) residing at 457, R.N. Guha Road, Kolkata-700074 by registered power of attorney dated 13.08.2014 and registered at the office of the Additional District Sub- Registrar, Cossipore Dum Dum, RECORDED IN Book No- 1, CD Volume No- 22, Pages from 1459 to 1474 being no-08753 for the year – 2014.

**AND**

**M/S. S.K. ENTERPRISE, PAN NO. ABZFS2387D)** a Partnership Concern registered under the Indian Partnership Act, having its principal place of business at 69/1, R.N. Guha Road, Dum Dum, Kolkata-700074 District North 24 Parganas, represented by its Partner **SRI DEBASISH BARMAN, SRI PARTHA SARATHI BARMAN,** hereinafter referred to and called as "**THE PROMOTER/DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successor, successors-in-office, legal representatives and assigns) of the **SECOND PART.**

**AND**

**MR..... ( PAN. ....)** son of ..... by faith Hindu, by occupation- business , by Nationality Indian residing at ....., Kolkata-700000 hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, successors, executors ,administrators, legal representatives and (assigns )of the **THIRD PART**

**WHEREAS** Sri Sumen Modak son of Sri Pradip Modak , the land Owner hereto are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of bastu land measuring 4 kathas 6 chatack . to be the same a little more or less lying and situated at, Mouza, Satgachi, J.L no. 20, ,C.S. Dag No. 76, R.S Dag no.- 209,L.R Dag no. 218,Under C.S. Khatian no. 688, R.S. khatian No. 2076, L.R. khatian No. 3475 holding no. 3 & 4 now 4, Nager Bazar Road, P.S- Dum Dum, registered at Sub Registrar Cossipore Dum Dum hereinafter referred to as “ the said Land ” he has acquired the said property by way of/ purchased as per Settlement Records of rights finally published the plot is comprised at 24 Parganas Kolkata, in the Dist- 24 Parganas (N) which was registered with Sub Registrar Cossipore , North 24, Parganas in the year 2012 recorded in Book no-1, C.D Volume No. 22, Pages- 3439 to 3455 being no. 09502 for the year-2012..

AND WHEREAS after obtaining the said land by way of deed of settlement record Sri Sumen Modak now became the absolute owner of the aforesaid land and premises having within limit of the South Dum Dum Mnicipality, ward no 22 North 24 Parganas, P. S- Dum Dum, and mutated his name in the records of the South Dum Dum Municipality and became true and lawful owner thereof of the said land measuring 4 kathas 6 chittacks under the jurisdiction of South Dum Dum Municipality, 24 parganas North.

**AND WHEREAS** the said Land owner is now desirous of developing the said portion of land by constructing thereupon a multi-storied building Complex on 4 khathas 6 chittacks in accordance with the sanctioned building plan approved by the South Dum Dum Municipality. But due to financial stringency and / or paucity of funds the Owner offered to the said developer represented by Sri Partha sarathi Barman one of the partner of M/s. S.K. Enterprise to construct a multistoried building on the said land of 4 kathas 6 chittacks as per approved sanction plan by the South Dum Dum Municipality at their own arrangement and expenses.

AND WHEREAS the said land Owner by way of one Deed of agreement executed on 13.08.2014 duly registered with ADSR Cossipora Dum Dum recorder in Book no-1, C.D Volume no. 22, Pages 1441 to 1458 being no 08751 for the year – 2014 with the developer M/S. S.K. ENTERPRISE for developing the said premises by constructing thereupon a multi-storied building complex in accordance with the sanctioned building plan

approved by the South Dum Dum Municipality. Relying on the aforesaid Sanctioned plan by the Promoter/Developer has agreed to develop the said premises and the Owners have to allow the Promoter/Developer for the purpose of constructing a multistoried building complex as at its own full arrangement and expenses thereto.

AND WHEREAS as consideration of the said property the developer's allocation being flat No. , on the ..... floor( North East ) at holding no. 3 & 4 now 4, Nager Bazar Road, P.S- Dum Dum, Kolkata-700074 measuring super built up area 0000 sq.ft. more or less subject to valid final measurement from developer's allocation and others proportionate share or interest in the land and common areas common portion of the building and facilities free from all encumbrance, charges, liens, impendence, attachments, acquisitions and requisitions and all other liabilities whatsoever as described in the 3<sup>rd</sup>.Schedule of this agreement.

**AND WHEREAS** the developer have herein agreed to sell and the **Purchaser** herein agreed to purchase **ALL THAT** 1 (one) flat being flat No ..... on the ..... **Floor** , ( **North East** ) measuring super Built area .... sq. ft. more or less @ /- Per sq. Ft.as per final measurements at Holding No. 3&4 now 4, Nager Bazar Road, , Kolkata-700074 , P.S.-Dum Dum, Dist. 24-Parganas North, more fully and particularly described in the Schedule below hereunder written at total amounts of **Rs...../- (Rupees ..... only )**. *(and also Rs. .... for lift/ electric meter etc total of Rs. ..../-*

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of **Rs.....-(Rupees ..... ) only** of the lawful money paid by the **Purchasers** to the vendor and the Developer on or before the execution of these presents (the receipt whereof the vendor and the Developer do hereby admit and acknowledge) and from the payment of the same and every part thereof forever acquit release and discharge the **Purchasers** and also the said unit with common parts and portions and the easement right and vendor and assigns and in favour of the **Purchasers ALLTHAT Flat being No.** on the ..... **Floor,..... side** measuring Super Built-up area of .....

**Sq.ft.** more or less the said unit described into second schedule hereunder written **AND ALL THAT** undivided proportionate share and interest of the land in which the said unit is situated at holding No. 3&4 Now 4, Nager Bazar Road, Kolkata-700074 described in the first schedule hereunder written **TO HAVE AND TO HOLD** the said Flat on the .. **Floor** at holding No. 3 & 4 now 4, Nager Bazar Road, Kolkata-700074 with undivided proportionate share or interest of the land described in the first schedule hereunder written and hereby granted sold conveyed and transferred with the common parts forever and the vendor and the developer have good right full power and absolute authority and indefeasible title to grant convey, sell and transfer and assign and assure the said property hereby granted sold and conveyed or expressed or intended so to be unto and to the use of the Purchasers and the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendor or the developer or any person or persons lawfully or equitably claiming from under or in trust for them and the vendor and the developer shall and will from time to time and at all times hereafter at the request and costs of the **Purchaser** their heirs, executors, administrators, representatives do and execute or cause to be done or executed all such acts deeds things whatsoever for further better and more perfectly assuring the said unit every part thereof.

**AND TO HAVE AND TO HOLD** the use of the **Purchaser** according to the true intent and meaning of this Deed shall or may be reasonably required the said unit and the undivided proportionate share of the said land including common portions the all other properties hereby conveyed in the said building are freed discharged from and against all manner or encumbrances trusts liens lispendences etc. whatsoever.

The **Purchaser** shall use the said **Flat** on the **Floor, .....** side of the building for the residential purposes. The **Purchaser** shall also pay from the date of possession of the said unit the proportionate share of the consolidated Municipal taxes, which shall be payable from time to time and at all other impositions including betterment fees if any which shall be decided between purchasers and all other purchasers or occupiers of the flat of the building. The **purchasers** undertake to be a member of the society or association to be formed consisting of all the purchasers owner or occupier of the flat for the purpose of management

maintenance administration and the said premise and in particular the common parts of the building and common portions of the premises. The **Purchaser** have examined the plan the title of the vendor and the Developer to the said property and the common parts and the common portions and the facilities provided or being provided in the said building including the said unit and has fully satisfied himself with regard to the title of the vendor and the developer or of the plan and the nature scope and extent of the benefits of the interest provided to him and shall not make any claim or demand whatsoever against the vendor or the Developer in this respect subject-

1. The **Purchaser** shall not obstruct the vendor and the Developer or the society or Association in its Act relating to the common purpose. The **Purchaser** shall not injure harm or damage common parts of the common portions or to any other units in the building by making any addition or alteration or withdrawing any support or otherwise shall not alter the outer portion elevation or colour scheme of the said unit or the said building or shall not throw or accumulated or cause to be done thrown or accumulated any dirt or rubbish or other refuse with the said unit or in common parts of the common portions save at the place indicated thereof or shall not place or cause to be placed any articles or objects to in the common parts of the common portions save as permitted by the Developer or the society to be formed and shall not carry on or caused to be carried on any obnoxious injurious noisy illegal or immoral activity in the said unit or any where else in the said building or shall not keep or store any offensive combustible obnoxious dangerous articles in the said unit or the common parts of the common portions.

2. The Society Association as the case may be shall have the exclusive right in its sole discretion to make rules regulations for the purpose of maintenance security upkeep and administration of the general common areas and facilities and the building as well as regulating the entry of the purchasers agents servants and/or visitor (the entry ) in the flat and general common areas and facilities for security reasons and **the purchaser** shall comply with all such rules and regulations as shall be laid down by the society or association .

3. The **Purchasers** shall not at any time demolish or cause to be demolished damaged or cause to be damaged the said the said flat nor take any alteration in the elevation railing and grills designs and outside colour scheme of the said apartment

4. The **Purchaser** shall have common title and interest in the soil as more fully described in the First Schedule hereunder written which remain joint for all time with the other co-owners who may have or hereto before have acquired right title and interest in the said land and any flat space in the building and the said land is impartible.

5. The **Purchaser** at his own costs beside joint electric meter is entitled to install separate electric meter from the authority for his said flat the said unit with undivided proportionate share and interest in the said land on which the said building is erected together with common parts or portions and easement are heritable and transferable like other properties.

**PROVIDED ALWAYS** the **Purchasers** shall have absolute right to sell, transfer, Gift, Mortgage, Rent, the said flat in any manner **they** like.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of bastu land measuring 4 kathas 6 chatack . to be the same a little more or less lying and situated at, Mouza, Satgachi, J.L no. 20, ,C.S. Dag No. 76, R.S Dag no.- 209,L.R Dag no. 218,Under C.S. Khatian no. 688, R.S. khatian No. 2076, L.R. khatian No. 3475 holding no. 3 & 4 now 4, Nager Bazar Road, P.S- Dum Dum Ward no-22 Under the jurisdiction of South Dum Dum Municipality in the Dist North 24 Pgs..

North :- Wide Road

South :- Mini Bazar

East :- Other Building

West :- Residential Complex.

#### THE SECOND SHEDULE ABOVE REFERRED TO

**ALL THAT** Flat being no....., on the .... floor (North East) measuring ..... sqr.ft. super built up area more or less consisting of ( .. ) bed rooms, 1(One ) kitchen 1( One ) dining 1( One ) toilet, 1( One) Attached W.C, 1 ( One ) Varanda and undivided proportionate share of land and building and common areas and facilities connected herewith at at holding no 3&4 now 4, Nager Bazar road, ,P.S.- Dum Dum North 24 Parganas, together with common parts and portions together with proportionate share and interest in the land described in the 1<sup>st</sup> Schedule.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(THE COMMON AREAS AND UTILITIES AREA)**

1. The entire land or space lying vacant within the said Premises.
2. The spaces within the building comprised of the entrance hereto staircase landings, lobbies carriage, Lift & Lift Walls.
3. The foundation columns, girders beams supports main walls the main gate of the premises and the possession landings to the building and the staircase.
4. Reservoir on the top floor of the building, pump, motor pipes ducts and all apparatus and installations in the premises for common use.
5. Septic tanks soak pits and the sewerage lines thereto connected.
6. The cost of maintenance of the roof will be borne by all the occupiers. The **purchasers** may use the roof of the building purely on temporary basis i.e. for holding any social or mirage function with the consent of the Developer/ Association and the **purchaser** clean the roof after the function is over at **his** own costs.
7. **HOWEVER** the Flat owners shall have the right to go to terrace for inspection of the overhead water reservoirs pipes lines and install T.V. Antenna.
8. All other areas facilities and amenities in the premises which are intended for common use.
9. The ultimate roof/ terrace of the building shall remain a common areas for the flat owners / purchaser / space owners of that particular building .  
However the flat owners / purchaser / space owners shall not be entitled to raise any construction on the ultimate roof terrace.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**RIGHTS AND OBLIGATIONS OF THE PURCHASER**

1. That the **Purchasers** shall and will own and enjoy the said flat measuring about .... **Sq.ft.** Super built-up area more or less including common areas, in the .....**Floor**, on the said flat described in the First schedule hereto whereof undivided proportionate share of land has been purchased by the **Purchaser** as per the said building plan approved and sanctioned by the South Dum Dum Municipality, together with rights in common with all other persons lawfully entitled hereto all sewers drains water courses and all proportionate rights in respect of all common area mentioned in the third schedule above written.



2. That the **Purchaser** shall become and remain member of the society, company or Association to be formed by the owners or other flat owners of the building fully described in the first schedule above written and of the other flats for the purpose of attending to safe guarding and maintaining all matters and common interest like repairs white-washing off side the building and common colour washing or painting of the common parts of the building and repairing roads, staircase compound walls and all other common amenities.

3. That the **Purchasers** shall and will observe and perform the terms and conditions and By-law and the rules and regulations of the said society, company or Association.

4. That the **Purchasers** shall not any time carry on or support or suffer carrying on the flat hereby sold and conveyed or any part thereof or in the said flat of the ..... **Floor** any trade or business whatsoever .

5. That the **Purchasers** shall and will give the owners of the other flats, the necessary vertical horizontal and lateral support for his flat and also a right of any way over all common roads staircase passages etc. and shall and will be entitled to similar rights from and other owners of the said building.

6. The **Purchaser** shall have the right to enter any other flat in the said building for the purpose of effecting repair or service pipe lines and portions of his flat as may reasonably necessitate such entry with a week advance intimation of his such intend entire to the owners concerned and shall and will allow owners of other flats such entry into his flat areas under similar circumstances and upon having similar prior notice in writings.

7. The **Purchasers** shall be liable to pay directly to the Municipality and/or other appropriate authorities or contribute in proportion to the floor area of the said flat on the ..... **Floor**, towards or in the account of the payment of Municipality Taxes and other outgoings payable in respect of the said plot of land or and the premises and in cases where the said payment shall not be made directly to the municipality and/or any statutory authorities as aforesaid same shall be made over by the **Purchaser** to developer and confirming party so long the developer retains such authority and open its formation to the association or society of the

**Purchaser** of the undivided proportionate share in the said land and thus becoming owners of the several flats in the building and in default shall be liable for payment thereof with costs of litigation being sue by the vendors or the association or society as the case may be.

8. **The Purchaser** shall mutate their name in the records of local Municipality in respect of their flat and proportionate share of land.

9. The Association of the flat owners shall be formed by the **Purchaser** herein jointly with all other flat owners in the building.

10. The **Purchaser** shall full proprietary right on the said flat on the ..... **Floor** and undivided proportions to share of land and on the **Purchasers** shall be entitled to sell, mortgage, let out lease out or transfer in any manner permitted by law without requiring to have or seek any consent for the purpose from the vendor or Developer or any other owners or occupiers.

11. The **Purchaser** undivided interest in the said soil or land described in the First Schedule hereunder written shall remain joint with the owners of the other flat owners of the said building it is being hereby further described that the interest in the said soil or the said plot of land is impartible.

#### TAXES AND IMPOSITION

1. Until such time as the said flat comprised in the said building is separately assessed and/or mutated in respect of the municipal taxes or impositions, the Purchaser from the date of his purchase or occupation of the said unit whichever is earlier, shall have to bear and pay such proportion of such municipal taxes and rates or impositions to the vendor as may be deemed reasonable from time to time by the vendor

2. Apart from the amount of such municipal taxes and impositions the Purchaser shall also bear and pay other taxes and impositions including multi storied building tax, service tax, Urban land tax if and when necessary in respect of the said flat proportionately and the said building wholly.

3. All proportionate cost of maintenance, operating replacing white washing, painting rebuilding reconstructing decorating, redecorating including the outer walls of the said building and boundary walls as determined by the Association to be formed .

THE FIFTH SCHEDULE ABOVE REFERRED TO:

COMMON EXPENSES

1. The expenses of maintaining repairing constructing and renewing the main structure and the drainage system rain water discharge arrangements arrangement for supply of electricity and all common areas contained in the said premises.
2. The costs of cleaning and lighting the entrance of the building the passage and spaces around the building lobby corridors staircase.
3. Costs of repairing and decorating the exterior of the building.
4. All taxes levies and impositions, deposits etc. for the premises as a whole.
5. All litigation costs relating to the common portions/parts and common interest in the building.
6. All salaries wages fees and remuneration of all workmen staff and experts engaged and hired for the common purposes.
7. Costs of maintaining operating replacing and installations implements including pump motor pipes lights etc. for common services.
8. Premises of Insurance for the building if any.
9. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas facilities and amenities.

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

*SIGNED SEALED AND DELIVERED*

In the presence of-

1

2

**SIGNATURE OF THE VENDOR**

.PARTHA SARATHI BARMAN  
AS CONSTITUTED ATTORNEY  
ON BEHALF OF PAPIYA DHARA.

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASERS**

**RECEIVED** of and from the within named **Purchaser** within mentioned sum of **Rs...../-**  
(Rupees ..... ) **only** as per memo below :-

**MEMO OF CONSIDERATION**

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**Total Rs**

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(Rupees ..... ) **only**

WITNESSES:

1.

**SIGNATUTE OF VENDORS**

PARTHA SARATHI BARMAN AS  
CONSTITUTED ATTORNEY  
ON BEHALF OF PAPIYA DHARA.

2.

**SIGNATURE OF THE DEVELOPER**

**DRAFTED BY ME:-**