



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

21AB 296683

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
....., Two Thousand Nineteen (2019)

BETWEEN

[1] **UMA KARMAKAR** (PAN : AJXPK8620L), wife of Kamal Chandra Karmakar, by faith Hindu, Indian, by occupation Housewife, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata -700092, [2] **KAMAL CHANDRA KARMAKAR** (PAN : AGAPK4391E), son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata-700092, hereinafter referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** represented by their constituted attorney **KARMAKAR ENTERPRISE**, a Proprietorship Firm, having its office at 11/12, Bijoygarh, P.O. Jadavpur University, P.S. Jadavpur, Kolkata-700032, represented by its proprietor **Kamal Chandra Karmakar** (PAN : AGAPK4391E), son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata-700092, by virtue of a Register Power of Attorney dated 20/08/2018, which was registered at the office of District Sub-Registrar-IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 151653 to 151678, being No. 160405202, for the year 2018.

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..... [PAN :],
, by faith Hindu, Indian, by
 occupation residing at
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hereinafter called and referred to as the '**PURCHASER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

KARMAKAR ENTERPRISE, a Proprietorship Firm, having its office at 11/12, Bijoygarh, P.O. Jadavpur University, P.S. Jadavpur, Kolkata-700032, represented by its proprietor **Kamal Chandra Karmakar** (PAN : AGAPK4391E), son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata-700092, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include his successors, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS by an Indenture of Sale dated 10.05.2013 registered before the A.D.S.R. Sonarpur, Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 12, Pages 4853 to 4867, being No. 5669 for the year 2013, Kamal Chandra Karmakar and Uma Karmakar, mentioned therein as Purchasers and Debasish Pailan & Subhasish Pailan, mentioned therein as Vendors, the said Debasish Pailan & Subhasish Pailan sold, conveyed and transferred all that piece or parcel of land measuring 7 cottahs 10 chittacks and 30 sq.ft. be a little more or less out of Dag No. 21 & 24, Khatian No. 52/5, 671 Mouza – Rajpur, J.L. No. 55, Touzi No. 250, within Rajpur Sonarpur Municipality, Sub-Registry

Office at Alipore, Dist. 24-Parganas, the particular of such property more fully mentioned in the Schedule thereto.

AND WHEREAS being the absolute owners of the said land, the said Uma Karmakar and Kamal Karmakar mutated their name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which has since been known and numbered as Municipal Holding No. 35, Ramchand Dey Street, P.S. Sonarpur, under Rajpur Sonarpur Municipality, Ward No. 26, (formerly 24), Kolkata 700103 upon payment of taxes thereto.

AND WHEREAS the Owners have decided to develop the said land and premises by way of constructing a building comprising of several self contained flats, and was accordingly in search of a developer who would be in a position to execute the said work of development with his / their own men, materials and finance.

AND WHEREAS the Developer has decided to take the project for construction of multistoried building on the said plot of land at their own costs and the Owners have agreed and accepted the said proposal upon terms and conditions as agreed upon hereunder.

AND WHEREAS with a view to develop the said property, the Owners herein entered into a Development Agreement, dated 20.08.2018, registered at D.S.R.-IV, Alipore, vide Book No. I, Volume No. 1604-2018, Pages from 150908 to 150942, Being No. 160405198, for the year 2018, with the Developer herein for development of the said land

measuring 07 Cottahs 10 Chittak 30 sq. ft. be the same a little more or less, for construction of a G+IV storied building at the cost of the Developer herein after demolishing the existing structure thereon & obtaining a sanctioned building plan from the Rajpur Sonarpur Municipality vide **Sanction No. 95/CB/26/55, dated 13/07/2019** under certain terms and conditions contained therein.

AND WHEREAS by the said Development Agreement and Development Power of Attorney, the Owners herein have confirmed the Developer inter alia right to construct & negotiate for sale the said Developer's allocation to any person or persons, its nominees, wherein to purchase undivided proportionate share in the land and the flats, car parking spaces and other spaces to be constructed at the said premises and to receive the part and full consideration money there from.

AND WHEREAS the Owner and the Developer herein declared for absolute sale under ownership apartment system out of the Developer's Allocation, the flats, car parking spaces and other spaces and the purchaser herein being satisfied with the right, title and interest in the said property of the Owners and the Developer, proposed to purchase a flat, being **Flat No. on the floor at the Side, measuring sq.ft. super built up area** be the same a little more or less of the said building with right to use and enjoy in common the common areas and facilities to be provided in the said building with other owners and occupiers of the said premises together with undivided proportionate share in the said land, more fully described in the Second Schedule hereunder written, at the total fixed price or consideration of Rs...../-

(Rupees only) and the Owners and the Developer herein agreed to sell the said flat at the said consideration to the Purchaser herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of **Rs./-** **[Rupees only]** being the full consideration money of the said flat, well and truly paid by the purchaser to the developer, on or before the execution of this deed, the value of the proportionate share of land has been appropriated by way of the Developer's Allocation, in conformity with the agreement for the developer (the receipt whereof, the developer do hereby admit and acknowledge the same as per memo of consideration hereunder written and of and from the payment of the same, the developer do hereby acquit, release and forever discharge the purchaser and the said flat with undivided proportionate share in the land and the common areas hereby sold) the developer do hereby grant, transfer, convey, sell, assign and assure unto the purchaser **ALL THAT** undivided proportionate share in the land attributable to the said flat comprised in Municipal Holding No. 35, Ramchand Dey Street, P.S. Sonarpur, under Rajpur Sonarpur Municipality, Ward No. 26, (formerly 24), Kolkata 700103, Dist. 24-Pgs(S) more fully described in the First Schedule hereunder written, together with the said self contained completed flat, being **Flat No. on thefloor at theSide, measuring sq.ft. super built up area** be the same a little more or less of the said building more fully described in the Second Schedule hereunder written, **TOGETHER WITH** all the rights, appurtenances thereto and all

easements, quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat with right to use the staircase, electrical installations, common areas, lobbies, roof, pump space, septic tank, open side space, passage, main gate, boundary wall and other privileges etc. of the said building and other flats of the said building for the purpose of uninterrupted access to and from the said Municipal Road or otherwise fully described in the Third Schedule hereunder written, belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof AND all the estate, right, title, interest, claim, and demand whatsoever both at law and in equity of the owner into or upon the said flat and undivided proportionate share in the said land and every party thereof TO HAVE AND TO HOLD the said undivided proportionate share in the land and the said flat so to be unto and to the purchaser absolutely and forever free from all encumbrances.

THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows :

The interest which the Developer do hereby profess to transfer subsist and that the Owner have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said undivided proportionate share in the land and the said flat & the car parking space hereby granted, conveyed, transferred and sold unto the Purchaser in the manner aforesaid.

It shall be lawful for the Purchaser from time to time and at all times hereafter to enter, upon, hold, possess and enjoy the said undivided proportionate share in the land and the flat & the car parking space with right to sell, transfer or otherwise alienate the same and pay the rents to the District Collector, South 24-Pgs. and taxes to the Rajpur Sonarpur Municipality, upon getting their names mutated in the records of the said authorities and receive the rents, issues and profits thereof without any interruption, disturbances, claims and demands whatsoever for or by the Owner or any person or persons claiming through under or in trust for the Developer or any of their predecessor-in-title acquitted, exonerated, discharged, saved, harmless and keep the Purchaser indemnified from or against all charges, encumbrances, made or suffered by the Owner or any person or persons lawfully or equitably claiming as aforesaid.

The undivided proportionate share in the land together with the constructed flat & the car parking space hereby transferred and conveyed are freed and discharged from and against all sorts of encumbrances, trusts, liens and attachments whatsoever. There is no case, suits or proceeding pending before any court of law and the Developer sold the said flat & the car parking space while having good and marketable title therein.

The Developer shall from time to time and at all times hereafter upon every reasonably request and cost of the Purchaser make do acknowledge, execute and perfect all such further lawful and reasonable act, deeds and things whatsoever for further better and more perfectly assuring and conveying the said undivided share in

the land and the flat & the car parking space hereby sold unto the Purchaser in the manner aforesaid.

The Developer shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and cost of the Purchaser produce or cause to be produced to the Purchaser their agents and attorney or any trial hearing commission, examination or otherwise as writing and also shall at the like request and cost deliver or cause to be delivered to the Purchaser such attested writing or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writing safe un-obliterated and un-cancelled.

THE PURCHASER DO HEREBY COVENANT WITH THE OWNER & THE DEVELOPER as follows :

That the Purchaser shall pay the proportionate share of Municipal taxes or like taxes under any law, which may be assessed on the entire building, so long as the said flat sold to the Purchaser shall not be separately assessed.

The Purchaser shall pay the proportionate cost and expenses for maintaining, repairing, renovating of the said building and replacement of any fixtures, fittings, and/or components or accessories of the building for white washing or painting of the outer portion of the building etc. more fully mentioned in the Fourth Schedule hereunder written.

The Purchaser shall pay the electric charges for consumption of the electricity in his flat proportionately unless the separate electric meter is granted in his name by the Electric Supply Authority.

The Purchaser shall use the said flat sold to him solely for residential purpose and for no other purpose.

The Purchaser shall not make or cause to be made any annoyance or disturbance to the owner and occupiers of the other flats of the said building.

The Purchaser shall not store any inflammable or combustible obnoxious and/or objectionable goods or materials other than L.P.G. or kerosene oil for domestic purpose in the said flat sold to him or any part thereof.

The Purchaser shall not throw or permit to be thrown dirt, debris, rage or other refuse in the compound, corridor, premises or any other portion outside the said flat.

The Purchaser shall keep the said flat sold to him and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good repair and conditions and in particularly as to support, shelter and lateral part of the building otherwise the said flat sold to him.

The Purchaser shall become member of the Association/Society of the owner, which may be formed and also do all such acts and things necessary for making such Association/Society for protection, management and maintenance of the said building.

The Purchaser shall observe, perform and comply with all the rules and regulation made from time to time for protection, maintenance and management of the said building and also the rules and Municipal bye laws.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a piece and parcel of land measuring 7 cottahs 10 chittacks and 30 sq.ft. be the same a little more or less out of Dag No. 21 & 24, Khatian No. 52/5, 671, Mouza – Rajpur, J.L. No. 55, Touzi No. 250, known and numbered as Holding No. 35, Ramchand Dey Street, P.S. Sonarpur, under Rajpur Sonarpur Municipality, Ward No. 26 (formerly 24), Kolkata 700103, District: South 24 – Pgs. being butted and bounded as follows :

ON THE NORTH	:	R.S. Dag No. 24 (Part)
ON THE SOUTH	:	16' ft. Common Passage
ON THE EAST	:	12' ft. Common Passage
ON THE WEST	:	R.S. Dag No. 21 (Part) & R.S. Dag No. 23

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the self contained vitrified tile flooring flat being **Flat No.** on the **floor** at the **side** measuring**sq.ft.** **super built up area** be the same a little more or less consisting of three Bedrooms, one Drawing cum Dining, one Kitchen, one Toilet, one W.C. and one Balcony including the proportionate share or interest in the common areas provided in the said building together with undivided proportionate share in the beneath land situated at and Municipal Holding No. 35, Ramchand Dey Street, P.S. Sonarpur, under Rajpur Sonarpur Municipality, Ward No. 26, (formerly 24), Kolkata 700103, Dist. 24-Pgs(S), more fully described in the First Schedule herein above written and the said flat specifically shown and delineated in the map or plan marked with RED BORDER line.

THIRD SCHEDULE ABOVE REFERRED TO
(Easements)

The land on which the building is located all easements rights and appurtenances belonging to land and building.

The foundation, columns, girders, beams, supports, main walls, corridors, lobbies, staircase, stairways, landing, side space, entrances & exits and roof of the building.

The easements, wards, storage space.

The installation of common services such as power, light, water, drainage and sewerage line etc.

The underground and overhead water tank, septic tank, pump motor, water pipes and tap water connection, electrical equipments, apparatus and installation, existing for common use.

All other parts of this property necessary for convenience to the existence, maintenance and safety of the building and common enjoyment or normally in common use.

Boundary walls with main gate.

Electric meter room, main electric meter fixed in the common areas.

The lift (capacity- six person) will be provided for common use.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

Common expenses to be paid proportionately by the Purchaser to the owner's association on taking possession or registration of the said flat & the car parking space as follows :-

The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations in under or upon the said building and enjoyed or used by the Purchaser hereto in common with other owners and occupiers of the said building.

The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the Purchaser hereto in common as aforesaid.

The cost for maintenance of the lift.

The cost of decorating the exterior of the building.

The cost of salaries of sweepers, caretaker etc.

The cost of working and maintenance of pump motor, tap water equipments, light and service charges.

Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portions and common facilities.

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

SIGNED & DELIVERED

In presence of :

WITNESS :

1]

As Constituted Attorney of
Uma Karmakar & Kamal Karmakar,
the OWNERS

2]

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

Drafted by :

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs./- [RupeesOnly] being the full and final consideration money of the said flat & the car parking space for the above absolute agreement as per memo under :

Sl. No.	Date	Cash	Cheque	Drawn On	Amount [Rs.]
1.					
2.					
3.					
4.					
5.					
6.					
				TOTAL	

[Rupees Only]

WITNESS :

1]

2]

Signature of the DEVELOPER