

# **DEED OF CONVEYANCE**

**THIS INDENTURE** is made on the ..... day of  
January 2021 (Two Thousand twenty one) A. D.

**BETWEEN**

1. **SREE JHULUN KRISHNA KUNDU** (PAN No.:: AJMPK9979M) S/O Lt. Satish Chandra Kundu residing at Kalikapur, PO+PS- Barasat, Dist. 24 PGS(N) Kol. 700124, by faith Hindu, by Nationality- Indian, by Profession- Retired, hereinafter called the "VENDOR" (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and assigns) of the FIRST PART Owner No 1 is represented by her constituted Attorney **SRI SHANTANU GANGULY**, (PAN No AGSPG8701E) son of Sri Salil Kumar Ganguly by faith Hindu, by Nationality : Indian, by Occupation : Business, having his office as well as residing at 25A, K B Basu Rd, P.O. & P.S. Barasat, Dist. 24 Kolkata- 700124 authorized by a Power of Attorney which was registered at DSR-III at Barasat recoded in Book I, Volume no 1525-2020, Pages from 106497-106519 deed no 152503731 for the year 2020,

**AND**

**M/S S G INFRACON** a proprietorship firm having its office 11/3 k B Basu Rd P.O. & P.S. Barasat, Dist. 24 Kolkata- 700124 represented by its sole proprietor **SRI SHANTANU GANGULY**, (PAN No. AGSPG8701E) son of Sri Salil Kumar Ganguly by faith Hindu, by Nationality : Indian, by Occupation : Business, having his office as well as residing at 25A, K B Basu Rd, P.O. & P.S. Barasat, Dist. 24 Kolkata- 700124 hereinafter called the "**DEVELOPER**" (which expression shall unless otherwise 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**

..... (PAN No. ....) S/O  
..... residing at ....., by  
faith -....., by Nationality - ....., by occupation -  
....., hereinafter referred to as the "PURCHASER"  
hereinafter collectively called the "PURCHASER" (which expression shall  
unless otherwise excluded by or repugnant to the subject or context be  
deemed to mean and include their respective heirs, executors, administrators,  
legal representatives, successors and assigns) of the THIRD PART

**WHEREAS** Jhulan Krisna Kundu became the owner of land 6 Cottah or 10  
decimal of land under Mouja- Banamalipur, JL No -80, Re Su N 226, RS  
Khatian No 68 LR Khatian No 2395, RS Dag No 721 LR Dag No 3332 , under  
ward no 16 of Barasat Municipality, Holding no 6 no Taki Rd. North, PO+PS-  
Barasat, Dist. 24 Parganas(North) Kol. 700124 by a deed of gift registered at  
ADSR Barasat recorded in Book No 1 Volume No 153 Pages from 290-296  
Deed no 11423 for the year 1991 from his sister Smt. Sumita Paul S/O  
Banabihari Paul. and while being in peaceful use and occupation of, on and  
over the same, intended to construct a multi storied building over the property  
under instant agreement scheduled hereunder invited and offered the Second  
Part/Developers; who are the renowned developers having experiences of  
construction of multistoried building etc.

**AND WHEREAS** the Jhulan Krisna Kundu S/O Lt. Satish Chandra Kundu  
entered into a development agreement in respect of land measuring 4 Cottah  
out of 6 cottah the M/S. S.G. Infracon represented by its sole proprietor namely

Sri Santanu Ganguly S/O Sri Salil Kumar Ganguly by a deed of Development Agreement registered at D.S.R. Barasat, recorded in Book No. 1 Volume No 1, Volume No 1525-2020 Pages from 106405-106444 vide Being no. 15250371 for the year 2020.

**AND WHEREAS** the said Jhulan Krisna Kundu S/O Lt. Satish Chandra Kundu appointed Sri Santanu Ganguly S/O Sri Salil Kumar Ganguly as constitute attorney by a deed of General Power of Attorney registered at Power of Attorney which was registered at DSR-III at Barasat recoded in Book I, Volume no 1525-2020, Pages from 106497-106519 deed no 152503731 for the year 2020.

**AND WHEREAS** M/S. S.G. Infracon represented by its sole proprietor namely Sri Santanu Ganguly S/O Sri Salil Kumar Ganguly constructed (G+4) Multi storied building name & style “..... Apartment”.

**AND WHEREAS** the Developer got prepared a plan by deputing his own Architect and get sanctioning of the said plan from Barasat Municipality for construction of a (G+4) storied building on ..... and started construction of building upon the said property and the construction work is going on.

**AND WHEREAS** the Purchasers has taken inspection of the Title Deed and other documents relating to the said property of the Vendor, the sanctioned building plan, the Development Agreement, Power of Attorney, the nature of construction and satisfied himself with regard to the same and has agreed not to raise any objection with regard thereto in future.

**AND WHEREAS** the Vendor and the Developer have agreed to sell and the Purchasers has agreed to purchase ALL THAT a self-contained and independent residential **tiles flooring a flat vide no -..... on the ..... Floor, measuring carpet area of about ..... sq. ft. more or less on the ..... corner Side** of the G+4 multi storied building namely “..... **Apartment**” details of which have been described in the SECOND SCHEDULE written hereunder and hereinafter be referred to as the "SAID FLAT" with undivided, un demarcated, proportionate share of the land as described in the FIRST SCHEDULE written hereunder lying under Holding no 6 no Taki Rd. North, PO+PS- Barasat, Dist. 24 Parganas(North) Kol. 700124 at or for the price of **Rs. ..../- ( .....)** only which is free from all sorts of encumbrances.

**NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the said sum of **Rs. ..../- ( .....)** only well and truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the Developer do hereby admit and acknowledge) and of and from the payment of the said amount and every part thereof the Owners and the Developer do hereby absolutely and indefeasibly grant sell convey transfer assign and assure unto and in favour of the Purchasers the said residential **tiles flooring a flat vide no -..... on the ..... Floor, measuring super built up area of about ..... sq. ft. more or less on the ..... corner Side** (herein after referred to as

the said Flat), fully mentioned in the SECOND SCHEDULE hereunder written together with ALL THAT the impartible and undivided proportionate share or interest in the land comprised in the said premises appertaining to Mouja-Banamalipur, JL No -80, Re Su N 226, RS Khatian No 68 LR Khatian No 2395, RS Dag No 721 LR Dag No 3332 , under ward no 16 of Barasat Municipality, Holding no 6 no Taki Rd. North, PO+PS- Barasat, Dist. 24 Parganas(North) Kol. 700124 fully and particularly described in the FIRST SCHEDULE hereunder written TOGETHER WITH the Flat with all fittings, fixtures, easements, rights, privileges along with the right to use and enjoy the common areas and installations fully mentioned in the THIRD SCHEDULE hereunder written in common with the co-owners of the building AND the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Flat AND all the estate right title interest property claim and demand whatsoever on the Owners/Developer out of or upon the said share in the said premises and the said Flat and all other benefits and rights herein comprised and hereby granted sold conveyed and transferred or expressed or intended so to be and every part thereof respectively TOGETHER WITH their and every of their respective rights liberties and appurtenances whatsoever to and unto the Purchasers AND TOGETHER WITH all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat belonging to the Purchasers TO HAVE AND TO HOLD the said share in the said premises and the said Flat and the other benefits and rights hereby granted sold conveyed and transferred and every part or parts unto the Purchasers absolutely and

forever free from all encumbrances trusts liens lispendens attachments whatsoever (save those as are expressly mentioned herein) AND observance fulfillment and performance of the restrictions terms and conditions covenants and obligations AND the Owners and the Developer shall have no liability and/or right whatsoever on the said Flat described in the "Second Schedule" hereunder written after the date of execution of this Deed of Conveyance AND it shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly hold use possesses and enjoy the said Flat and the share in the said premises and to receive the rents issues and profits thereof without any interruption hindrance claim or disturbance through under or in trust for the Owners or the Developer AND further the Owners and the Developer and all other person or persons having or lawfully equitably claiming any estate, right, title or interest whatsoever in the said Flat and proportionate share in the said land from through under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs and expenses of the said Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said Flat here by sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers shall or may be reasonably required.

**THIS INDENTURE FURTHER WITNESSETH** as follows: -

- i) **PREMISES** shall mean the ALL THAT piece and parcel of Bastu land measuring total 04 Katha be the same a little more or less, lying under Mouja-Banamalipur, JL No -80, Re Su N 226, RS Khatian No 68 LR Khatian No 2395, RS Dag No 721 LR Dag No 3332 , under ward no 16 of Barasat Municipality, Holding no 6 no Taki Rd. North, PO+PS- Barasat, Dist. 24 Parganas(North) Kol. 700124 Sub-Registry Office at present Additional District Sub-Registry Office at Barasat, within the District of North 24-Parganas fully mentioned in the FIRST SCHEDULE hereunder written and wherever the context so permits or intends shall also include the building thereon.
- ii) **SAID SHARE** of the said premises shall mean an undivided impartible proportionate share in the land comprised in the said premises attributable to the said Flat, described in the Second Schedule hereunder written.
- iii) **BUILDING** shall mean and include the building constructed by the Developer on the said premises.
- iv) **CO-OWNER** shall according to its context mean all the persons who have acquired and who may hereafter acquire or own Flats in the said premises.
- v) **COMMON** areas and installations shall mean and include the stair-case landings, lobby, passage, terrace, pathways, installation at the premises as mentioned in the Third Schedule hereunder written and expressed or intended for common use and enjoyment of the co-owners.
- vi) **COMMON EXPENSES** shall mean and include the purpose of maintaining the premises in particular the common area and installations, collection and disbursement of the common expenses and dealing with the



matters of common interest of the co-owners and matters relating to the most beneficial use and enjoyment of their respective units exclusively as mentioned in the Fourth Schedule hereunder written and the said expenses to be paid proportionately along with other co-owners of the premises.

vii) **SAID UNIT** shall mean the said complete Flat and/or other spaces as mentioned and described in the Second Schedule hereunder written and undivided proportionate share in the common areas and installations in the premises.

viii) **ASSOCIATION** shall mean any association, syndicate, committee or society of all the co-owners that may be formed for the purpose of management, maintenance and administration of the common purpose.

ix) **SINGULAR** number shall mean and include the plural number and vice versa.

x) **MASCULINE** gender shall mean and include the feminine gender and vice versa.

**THE PURCHASERS DO TH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows: -**

1. The Purchasers bind themselves to pay regularly and punctually all Municipal rates and taxes and other outgoings and impositions (including water tax, Urban Land Tax or any other taxes that may be imposed etc.) in respect of the said Unit wholly and in respect of the building and the premises proportionately and the liability of the Purchasers for payment of the same shall accrue with effect from the date of registration of this deed of conveyance.

2. The Purchaser agrees to specific conditions and covenant running with the land that the land of the said property shall be always indivisible and impartible and the Purchasers shall own only undivided proportionate shares in the same and the Purchasers shall not claim any division or partition or separation thereof.
3. The Purchasers shall pay and meet all the charges for electricity and other utilities/services Municipal rates or taxes relating to the Flat wholly upon mutation. Beside the above the Purchasers shall proportionately pay the association the cost of maintenance and management of common service & facilities as mentioned in the Fourth Schedule hereunder written.
4. The Purchasers shall not for any reason whatsoever obstruct the Developer in completing and/or carrying out the present and future construction of the building nor shall obstruct the Developer and/or the Owners in their transferring Owners' Allocation or Developer's residual allocation of the said building/premises to any other person or persons.
5. The Purchasers shall have the right to obtain all necessary connection and/or lines amenities for the use and enjoyment of the said Flat hereby purchased.
6. The Purchasers, their employees, the visitors and agents shall have the right of ingress in and ingress out of the said Flat through staircase landings corridors, and passage leading to the main entrance common spaces and/or the road.
7. The Purchasers, their servant and/or agents shall not in any way obstruct or cause to be obstructed the common passage landing areas roofs or

staircases of the premises nor store therein any rubbish or other materials goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts the common amenities and the common convenience of the said building be in any way prejudicially affected or vitiated.

8. That upon registration the Purchasers shall have right to mutate their names as joint owners of the said Flat in the records of the Barasat Municipality and/or have the said Flat separately numbered and assessed for taxes and the Vendor/Developer shall whenever required by the Purchaser give their consent or approval in writing for the purpose of such mutation and separate assessment.

9. The Purchaser shall keep the said unit and other partition walls, sewers, drains pipes and entrance and main entrance exclusively serving the said unit in good condition.

10. The Purchaser shall observe and perform all rules regulations and restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

11. That the Purchasers on purchasing the Flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said Flat subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the said Flat hereby sold to his/her/their on the basis of registration of the sale deed of the said Flat.

12. As long as the said Flat in the said building is not separately assessed for municipal taxes and other charges, the Purchasers shall pay proportionate share of water charges and municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the said Flat is separately assessed the Purchasers shall be liable directly to the authority/department concerned for such payment of rates and taxes.

13. That the Purchasers shall have the right of half of the depth of the ceiling above, the pillars and the joints and the common partition wall demarcation their Flat from the adjacent Flat and full ownership of other walls, doors, windows and all fittings and shall be entitled to repair and maintain the same but he/they shall not be entitled to damage or open door or window on common wall encroaching the privacy of the adjoining Flat owners. The Purchasers shall have no right of demolishing their Flat nor seek partition of the common area and facilities.

14. The Purchasers shall allow the Developer/Association and its workmen to enter into the said Flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.

15. The Purchasers shall not store in the said Flat any goods, which are of hazardous obnoxious combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which is unlawful. In case any damage is caused to the building / Flat due to negligence or default of the Purchasers, the Purchasers shall be liable for the consequences of the breach for any such default.

16. The Purchasers shall not demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof or to the building nor any alteration in the elevation and outside colour scheme of the building/ Flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the Flat or any portion of the building causing danger to the building.

17. In using the said Unit and the common areas and installations of the said building and the premises, neither the Purchasers nor any member of the family of the Purchasers shall do the following act;

- i) Make any unnecessary noise;
- ii) Leave any litter other than in a place provided for the purpose;
- iii) Leave or cause to be left any article or thing where they may or are likely to obstruct the free use of other parts of the building by others.

18. The Purchasers shall sign all papers and documents and do all other acts, deeds, things as the Developer/ Association may lawfully require their to do from time to time for safeguarding the said building and the interest of other co-owners.

19. The Purchasers shall co-operate for formation of the association and bear and pay the proportionate costs and expenses for formation of the Association.

## **THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT the piece or parcel of Revenue paying **Bastu** land measuring land measuring total 04 Katha be the same a little more or less, with G+4 storied building in the name and style of "**Sumitra Mansion**" which is lying under Mouja- Banamalipur, JL No -80, Re Su N 226, RS Khatian No 68 LR Khatian No 2395, RS Dag No 721 LR Dag No 3332 , under ward no 16 of Barasat Municipality, Holding no 6 no Taki Rd. North, PO+PS- Barasat, Dist. 24 Parganas(North) Kol. 700124 Additional District Sub-Registry Office at Barasat, , which is butted and bounded as follows :-

- On the North**        ::     12' wide Road  
**On the South**        ::     L/O Owner  
**On the East**         ::     L/O Bandana Rani das  
**On the West**         ::     L/O Nikhil Chandra pain.

## **THE SECOND SCHEDULE ABOVE REFERRED TO**

ALL THAT a self-contained and independent a **tiles flooring flat vide no - .....**on the ..... **Floor, measuring super built up area of about .....** sq. ft. **more or less on the .....** corner Side of the G+4 multi storied building in the name & style of "**..... Apartment**" with undivided, impartible, proportionate share of the land as described in the **FIRST SCHEDULE** written hereinabove, being under Barasat Municipality, under ward no 16 of Barasat Municipality, Holding no 6 no Taki Rd. North, PO+PS- Barasat, Dist. 24 Parganas(North) Kol. 700124, Kol. 124. Where the lift facility is available.

**THE THIRD SCHEDULE ABOVE REFERRED TO:  
(Common rights and facilities)**

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase and lobbies.
6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.
9. Roof Right for all purposes.
10. Lift

**THE FOURTH SCHEDULE ABOVE REFERRED TO:  
Cost of maintenance of common service & facilities.**

1. Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead/ underground water storage tanks, septic tank and electric wires, motors, generators and other appliances and passages in or under or upon the building and enjoyed or used by the Purchasers in common with

the other occupiers of the Flats and the main entrance, passages landings, staircases of the building enjoyed by the Purchasers or used by them in common as aforesaid.

2. Cost of cleaning and lighting the passages, landing, staircase and other parts of the building as enjoyed or used by the Purchasers in common as aforesaid.
3. Cost of working and maintenance of light and service charges.
4. Cost of maintenance and decorating the exterior of the building.
5. Municipal rates and taxes save those separately assessed.
6. Premium for insurance of the building, if any.
7. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
8. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
9. All charges for maintaining the office for common purposes.



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

**WITNESSES:-**

As Constituted Attorney of Jhulan  
Krisna Kundu S/O Lt. Satish Chandra Kundu

1

2.

-----  
**SIGNATURE OF THE OWNERS/  
VENDOR**

**Drafted and prepared by-**

-----  
**SIGNATURE OF THE DEVELOPER**

*Partha Pratim Mandal*

Advocate

Enrolment No.- WB/108/2001

District Judges' Court, Barasat,

North 24 Parganas (W.B.)

-----  
**SIGNATURE OF THE PURCHASER**

**MEMO OF CONSIDERATION**

Received of and from the within the named Purchasers the sum **Rs.** ...../- ( ..... ) only being the consideration money payable under this presence:

<b>Date</b>	<b>Cash/Cheque No.</b>	<b>Bank</b>	<b>Branch</b>	<b>Amount.</b>

Total Rs. ..../- ( ..... ) only

**WITNESSES:-**

1.

2.

-----  
**SIGNATURES OF THE  
DEVELOPER**