

Ganapati Enterprise
Primer Majumder
 Partner

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and (20....).

BETWEEN

MR. SANJIT DUTTA (PAN No. AEFPD9951E and Aadhar No. xxxxxxxxxxxxxxxx), son of Late Sukhendu Bikash Dutta, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at 8/2/90, Arabinda sarani, East Kamlapur, P.O. & P.S. Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, hereinafter called the **"OWNER"** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The Owner duly represented by **M/S GANAPATI ENTERPRISE (Pan No. AAUFG4701G)** having its regd./ head office at 90, Arabinda Sarani, P.O & P.S- Dum Dum, Kolkata-700 028 represented by its partners namely (1) **SRI LALAN SINGH** (having Pan No.ARNPS1983J & Aadhar No. 788965068221), son of Late Sukhat Singh, by faith- Hindu, by occupation-Business, by Nationality - Indian, residing at 39, Mandir Road, P.O & P.S- Dum Dum, Kolkata-700 028, District North 24-Parganas, (2) **SRI BIMAL MAJUMDER** (having Pan No.AVVPM0702B & Aadhar No. 277815496985), son of Late Dhani Bhusan Majumder by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 33/1, 1/7A, K.B.Sarani, Flat No. 3CD, 3rd Floor, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, by virtue of General Power of Attorney Registered on 06.07.2022 in the office of ADSR Cossipore Dum Dum and Registered in Book – I, Volume Number 1506-2022, Page from 345363 to 345381, Being No. 0150608797 for the year 2022.

AND

M/S GANAPATI ENTERPRISE (Pan No. AAUFG4701G) having its regd./ head office at 90, Arabinda Sarani, P.O & P.S- Dum Dum, Kolkata-700 028 represented by its partners namely (1) **SRI LALAN SINGH** (having Pan No.ARNPS1983J & Aadhar No. 788965068221), son of Late Sukhat Singh, by faith- Hindu, by occupation-Business, by Nationality - Indian, residing at 39, Mandir Road, P.O & P.S- Dum Dum, Kolkata-700 028,

District North 24-Parganas, (2) **SRI BIMAL MAJUMDER** (having Pan No.AVVPM0702B & Aadhar No. 277815496985), son of Late Dhani Bhusan Majumder by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 33/1, 1/7A, K.B.Sarani, Flat No. 3CD, 3rd Floor, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context by deemed to include its heirs, executed, administrators, representatives and assigns) of the **SECOND PART**.

AND

Mr./Ms. (Pan No. _____ Aadhaar No. _____) son/
daughter of

by faith-Hindu, by occupation-Business, by Nationality Indian, residing at hereinafter called the "PURCHASER/ ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

WHEREAS:

1. The Government of West Bengal under the scheme of refugee relief and rehabilitation gifted as the Donor ALL THAT Bastu land measuring about 4 (Four) Cottaha,10 (Ten) Chit tacks little more or less more fully described here under in Schedule-"A" to one Sukhendu Bikash Dutta son of Late Indro Kumar Dutta by virtue of deed of gift/Settlement on Dated 12th October, 1988 duly recorded at A.D.S.R.O Barasat at Book No 1, Volume No. 59, Pages 113 to 116, Being No. 4454 of year 1988.
2. And said Sukhendu Bikash Dutta, while was in absolute possession of the landed property admeasuring 4 Cottahs, 10 Chittaks, the premises was assessed under the Dum Dum Municipality ward number-11, being holding number 8/2/90, Arabinda Sarani and also mutated at B.L & L.R.O and allotted L.R.Khatian No. 976 at L.R.Dag No. 2001.
3. And said Sukhendu Bikash Dutta and his wife namely Niyati Dutta both died on dated 23.08.1990 and 06.08.2007 leaving behind one son namely Sanjit Dutta as the only legal heirs of Sukhendu Bikash Dutta and his widow namely Niyati Dutta as the only living heirs.
4. Accordingly Mr. Sanjit Dutta, the Owner herein become the absolute lawful owner of ALL THAT piece and parcel of land measuring about 4 Cottahas, 10 Chittacks little more or less comprised in Mouza – Dum Dum Cantonment, J.L. No. 13, R.S./L.R. Dag No. 2001, E.P.No. 90, S.P.No. 163, L.R.Khatian No. 976, P.S. Dum

Dum, District- 24 Parganas North, Municipal Holding No. 8/2/90, Arabinda Sarani under Ward No. 11 of Dum Dum Municipality more fully FIRST SCHEDULE hereunder written.

5. And said Owner herein decided to construct a building on the said land as per plan to be obtained from the Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owner herein entered into a registered Development Agreement dated 24.05.2022 with **M/S GANAPATI ENTERPRISE (Pan No. AAUFG4701G)** having its regd./ head office at 90, Arabinda Sarani, P.O & P.S- Dum Dum, Kolkata-700 028 represented by its partners namely (1) **SRI LALAN SINGH** (having Pan No.ARNPS1983J & Aadhar No. xxxxxxxxxxxxxxxxx), son of Late Sukhat Singh, by faith- Hindu, by occupation-Business, by Nationality - Indian, residing at 39, Mandir Road, P.O & P.S- Dum Dum, Kolkata-700 028, District North 24-Parganas, (2) **SRI BIMAL MAJUMDER** (having Pan No.AVVPM0702B & Aadhar No. XXXXXXXXXXXXX), son of Late Dhani Bhusan Majumder by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 33/1, 1/7A, K.B.Sarani, Flat No. 3CD, 3rd Floor, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book – I, Volume number 1506-2022, Page from 296491 to 296519, Being No. 150607011 for the year 2022.
6. By a registered General Power of Attorney dated 06.07.2022, the said Owner herein have appointed **M/S GANAPATI ENTERPRISE (Pan No. AAUFG4701G)** having its regd./ head office at 90, Arabinda Sarani, P.O & P.S- Dum Dum, Kolkata-700 028 represented by its partners namely (1) **SRI LALAN SINGH** (having Pan No.ARNPS1983J & Aadhar No. xxxxxxxxxxxxxxxxx), son of Late Sukhat Singh, by faith- Hindu, by occupation-Business, by Nationality - Indian, residing at 39, Mandir Road, P.O & P.S- Dum Dum, Kolkata-700 028, District North 24-Parganas, (2) **SRI BIMAL MAJUMDER** (having Pan No.AVVPM0702B & Aadhar No. XXXXXXXXXXXXX), son of Late Dhani Bhusan Majumder by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 33/1, 1/7A, K.B.Sarani, Flat No. 3CD, 3rd Floor, P.O. & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas.
7. Thereafter as per terms and conditions of Development Agreement and General Power of Attorney the Developer herein constructed Ground plus four storied

Building according to the sanctioned Plan being Plan No. PWD/Plan-G+IV/_____ dated _____ issued by the Dum Dum Municipality upon the said piece and parcel of land measuring about **04 (Four) Cottah, 10 (Ten) Chittack**, little more or less more fully and particularly .

8. As per the allocation and/or allotment of Development Agreement dated 24.05.2022, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
9. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-___)**, **East** facing of the Ground plus storied Building, measuring an area of **Square Feet area** of the building named_____ in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Dum Dum Cantonment, J.L. No. 13, E.P.No. 90, S.P.No. 163, L.R. Khatian No. 976, R.S./L.R. Dag No. 2001 with Structure, within the limit of the Dum Dum Municipality, Ward No. 11, A.D.S.R.O. Cossipore Dum Dum, holding No. 8/2/90, Arabina Sarani, P.O & P.S- Dum Dum, Kolkata-700 028 District- 24 Parganas North, West Bengal hereinafter called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.
10. By an Agreement for Sale dated the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-___)**, **East** facing of the Ground plus Four storied Building measuring an area of **Square Feet Area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Dum Dum Cantonment, J.L. No. 13, E.P.No. 90, S.P.No. 163, L.R. Khatian No. 976, R.S./L.R. Dag No. 2001 with Structure, within the limit of the Dum Dum Municipality, Ward No. 11, A.D.S.R.O. Cossipore Dum Dum, holding No. 8/2/90, Arabina Sarani, P.O & P.S- Dum Dum,

Kolkata-700 028 District- 24 Parganas North, West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner /Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus storied Building measuring an area of **Square Feet Area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Dum Dum Cantonment, J.L. No. 13, E.P.No. 90, S.P.No. 163, L.R. Khatian No. 976, R.S./L.R. Dag No. 2001 with Structure, within the limit of the Dum Dum Municipality, Ward No. 11, A.D.S.R.O. Cossipore Dum Dum, holding No. 8/2/90, Arabina Sarani, P.O & P.S- Dum Dum, Kolkata-700 028 District- 24 Parganas North, West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may

become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner /Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owner /Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner /Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.

8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner /Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner /Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT piece and parcel of bastu land measuring about **04 Cottahas, 10 Chottacks** little more or less in at Mouza- Dum Dum Cantonment, J.L. No. 13, E.P.No. 90, S.P.No. 163, L.R. Khatian No. 976, R.S./L.R. Dag No. 2001 with Ground plus Four Storied building constructed thereon , within the limit of the Dum Dum Municipality, Ward No. 11, A.D.S.R.O. Cossipore Dum Dum, holding No. 8/2/90, Arabinda Sarani, East Kamlapur, P.O & P.S- Dum Dum, Kolkata-700 028 District- 24 Parganas North, West Bengal and the same is Butted and Bounded as follows:

BY NORTH : Plot No. E.P. 75;

BY SOUTH : Colony Road;
 BY EAST : Plot No. E.P. 89;
 BY WEST : Plot No. E.P. 91;

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

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, facing of the Ground plus storied Building namely "**INDRASHIS BHAVAN**", measuring an area of **Square Feet Carpet area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza- Dum Dum Cantonment, J.L. No. 13, E.P.No. 90, S.P.No. 163, L.R. Khatian No. 976, R.S./L.R. Dag No. 2001 with Structure, within the limit of the Dum Dum Municipality, Ward No. 11, A.D.S.R.O. Cossipore Dum Dum, holding No. 8/2/90, Arabina Sarani, P.O & P.S- Dum Dum, Kolkata-700 028 District- 24 Parganas North, West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those

separately assessed on the respective Flat/unit.

4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ _____ per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump, Common area light.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.

- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **VENDOR** at Kolkata in the presence of

- :
- 1.
 - 2.

SIGNATURE OF THE OWNER/VENDOR

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Kolkata in the
presence of:

- 1.
- 2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Kolkata in the
presence of:

- 1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
------------	------	--------------------	--------

Total Rs.00,00,000/-

(Rupees) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith-_____, Occupation:_____,

Residing at – _____, P.O. _____, P.S. _____.

Kolkata- _____, District:_____.