

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this ..... day of ..... 2024

**BETWEEN**

DHAR CONSTRUCTION  
*Swarnik Dha*  
Proprietor

**SRI RANJIT CHANDA**, son of Late Sudhir Chandra Chanda, by faith – Hindu, by Nationality – Indian, by occupation – Retired, having his Income Tax **Permanent Account No. APBPC2608G**, and **Aadhaar No. 5019 7691 0472**, residing at E/132, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar (previously – Jadavpur), Kolkata – 700 047, District – 24 Parganas (South),

AND

**SRI BISWAJIT CHANDA**, son of Late Sudhir Chandra Chanda, by faith – Hindu, by Nationality – Indian, by occupation – Musician, having his Income Tax **Permanent Account No. BGSPC6229C**, and **Aadhaar No. 7918 2113 0730**, residing at E/132, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar (previously – Jadavpur), Kolkata – 700 047, District – 24 Parganas (South),

AND

**SRI SOUMYAJIT CHANDA**, son of Late Indrajit Chanda, by faith – Hindu, by Nationality – Indian, by occupation – Business, having his Income Tax **Permanent Account No. BBJPC8637A**, and **Aadhaar No. 8381 9297 0347**, residing at E/132, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar (previously – Jadavpur), Kolkata – 700 047, District – 24 Parganas (South),

AND

**SMT. MONIKA CHANDA**, wife of Late Surajit Chanda, by faith – Hindu, by Nationality – Indian, by occupation – Housewife, having her Income Tax **Permanent Account No. AZHPC7136M**, and **Aadhaar No. 5504 6191 1004**, residing at E/132, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar (previously – Jadavpur), Kolkata – 700 047, District – 24 Parganas (South)

AND

**SM. SNEHA CHANDA**, daughter of Late Surajit Chanda, by faith – Hindu, by Nationality – Indian, by occupation – Student, having her Income Tax **Permanent Account No. CWHPC3109D**, and **Aadhaar No. 6312 8958 4211**, residing at E/132, Ramgarh, Post

Office – Naktala, Police Station – Netaji Nagar (previously – Jadavpur), Kolkata – 700 047, District – 24 Parganas (South),

AND

**SMT. SWAPNA MITRA**, daughter of Late Sudhir Chandra Chanda, by faith – Hindu, by Nationality – Indian, by occupation – Retired, having her Income Tax **Permanent Account No. AWAPM1196R**, and **Aadhaar No. 6248 2281 8759**, residing at E/132, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar (previously – Jadavpur), Kolkata – 700 047, District – 24 Parganas (South),

AND

**SMT. KRISHNA CHAKRABORTY**, daughter of Late Sudhir Chandra Chanda, by faith – Hindu, by Nationality – Indian, by occupation – Retired, having her Income Tax **Permanent Account No. AEPPC1929P**, and **Aadhaar No. 5233 0514 8362**, residing at E/132, Ramgarh, Post Office – Naktala, Police Station – Netaji Nagar (previously – Jadavpur), Kolkata – 700 047, District – 24 Parganas (South) all of them represented by their Constituted Attorney ---- **SRI SWASTIK DHAR**, son of Sri Subrata Dhar, by faith – Hindu, by Nationality – Indian, by occupation – Business, having his Income Tax **Permanent Account No. BPVPD5975A**, and **Aadhaar No. 3211 4967 7461 7969**, residing at 87/10A, Raja Subodh Chandra Mullick Road, Post Office – Naktala, Police Station – Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), who is a sole proprietor of **M/s. Dhar Construction**, hereinafter referred to as **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, attorneys, assigns and legal representatives) of the **FIRST PART**.

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**SRI** ....., son of ....., by faith – ....., by nationality – Indian, by occupation – ....., having his Income Tax **Permanent Account No.** ....., and **Aadhaar No.** ....., residing at ....., Post Office – ....., Police Station – ....., Kolkata – ....., District – ....., hereinafter referred as **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, attorneys, assigns and legal representatives) of the **SECOND PART**.

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**M/S. DHAR CONSTRUCTION**, a proprietor firm, having its Income Tax **Permanent Account No. BPVPD5975A**, and having the registered office at 87/10A, Raja Subodh Chandra Mullick Road, Post Office – Naktala, Police Station – Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), duly represented by **Sri Swastik Dhar**, son of Sri Subrata Dhar, by faith – Hindu, by Nationality – Indian, by occupation – Business, having his Income Tax **Permanent Account No. BPVPD5975A**, and **Aadhaar No. 3211 4967 7461 7969**, residing at 87/10A, Raja Subodh Chandra Mullick Road, Post Office – Naktala, Police Station – Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), hereinafter referred to as **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, executors, administrators, attorneys, assigns and legal representatives) of the **THIRD PART**.

**WHEREAS** after the partition of India a large number of residents of former East Pakistan (now Bangladesh) crossed over to India and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

**AND WHEREAS** one **Smt. Kamala Rani Chanda** alias **Kamal Rani Chanda**, wife of Late Sudhir Chandra Chanda, resident of Ramgarh Colony, Kolkata – 700 047, was the

refugee displaced from East Pakistan (now Bangladesh) were compelled by circumstances to use the vacant lands in the urban areas for homestead purposes.

**AND WHEREAS** the Government of West Bengal offered all reasonable facilities to Smt. Kamala Rani Chanda alias Kamal Rani Chanda and her family members and other similar people for residence in West Bengal.

**AND WHEREAS** Smt. Kamala Rani Chanda alias Kamal Rani Chanda, was one of such person who had come to use and occupy a piece of homestead land morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to.

**AND WHEREAS** Smt. Kamala Rani Chanda alias Kamal Rani Chanda, being the refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for her rehabilitation.

**AND WHEREAS** the Government of West Bengal with the intent to rehabilitate the refugee from the East Pakistan (now Bangladesh) acquired land in C. S. Dag No. 424 (P), 395 (P), Mouza - Naktala, Police Station – Jadavpur, E. P. No. 432, S. P. No. 605, J. L. No. 32, in the District of 24 Parganas (South) in urban area R. R. – II under the provisions of L. D. P. Act, 1948 / L. A. Act I of 1894 including the Schedule plot of land which was then in the occupation of Smt. Kamala Rani Chanda alias Kamal Rani Chanda, and her other family members.

**AND WHEREAS** it was thereafter decided by the Government of West Bengal to make a Gift of the said plot of land morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to on January 10, 1990, in favour of Smt. Kamala Rani Chanda alias Kamal Rani Chanda so as to confer her absolute right, title and interest in the said land where she had been residing peacefully for a long time.

**AND WHEREAS** in pursuance thereof Smt. Kamala Rani Chanda alias Kamal Rani Chanda, received the said plot of land measuring about more or less an area of **4 Cottahs 11 Chhitaks**, comprised under C. S. Dag No. 424 (P), 395 (P), Mouza - Naktala, Police Station – Jadavpur (now Netaji Nagar), E. P. No. 432, S. P. No. 605, J. L. No. 32, lying and situate under municipal premises no. 87/12/447E, **Raja Subodh Chandra Mullick Road, Post Office – Naktala, Police Station – Jadavpur, Kolkata – 700 047, District – 24 Parganas (South)**, mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur, Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 100** morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to by virtue of a registered **Deed of Gift**, which was registered in the Office of the Additional District Sub Registrar at Alipore, and was duly recorded in Book No. I, Volume No. 1, Page Nos. 225 to 228, Being No. 57 of the year 1990, from the owner of the property the Governor of the State of West Bengal.

**AND WHEREAS** by virtue of the said registered Deed of Gift, Smt. Kamala Rani Chanda alias Kamal Rani Chanda, became seized and possessed of **ALL THAT** the piece and parcel of homestead land measuring about more or less an area of **4 Cottahs 11 Chhitaks** comprised under C. S. Dag No. 424 (P), 395 (P), Mouza - Naktala, Police Station – Jadavpur, E. P. No. 432, S. P. No. 605, J. L. No. 32, lying and situate at municipal premises no. 87/12/447E, **Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station – Jadavpur, Kolkata – 700 047, District – 24 Parganas (South)**, mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur, Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 100**.

**AND WHEREAS** Smt. Kamala Rani Chanda alias Kamal Rani Chanda, thereafter decided to constructed a tile shed residential structure on the said plot of land morefully

and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to, and started living there on with her other family members.

**AND WHEREAS** the said Smt. Kamala Rani Chanda alias Kamal Rani Chanda, thereafter mutated her name in the assessment roll of the Kolkata Municipal Corporation and started paying the rates and taxes against the **Assessee No. 23-100-08-0366-6** and started enjoying all the facilities provided by the Kolkata Municipal Corporation to the citizens of Kolkata.

**AND WHEREAS** Smt. Kamala Rani Chanda alias Kamal Rani Chanda thereafter started residing in the said plot of land lying and situate at municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office – Naktala, Police Station – Jadavpur, Kolkata – 700 047, District – 24 Parganas (South), mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station – Jadavpur, Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 100, with her other family members.

**AND WHEREAS** while enjoying the property Smt. Kamala Rani Chanda alias Kamal Rani Chanda, died intestate on July 1, 2005 leaving behind her four sons Sri Ranjit Chanda, Sri Biswajit Chanda, Sri Indrajit Chanda, Sri Surajit Chanda and two married daughters Smt. Swapna Mitra and Smt. Krishna Chakraborty as her legal heirs and successors because her husband Sudhir Chandra Chanda, predeceased her on October 23, 1967.

**AND WHEREAS** it is pertinent to mention that in the Mutation Certificate of the Kolkata Municipal Corporation and also in the Death Certificate of Smt. Kamala Rani Chanda, her name was written as Smt. Kamal Rani Chanda, due to inadvertent typographical mistakes. Though her son Sri Ranjit Chanda, executed an Affidavit, vide Affidavit No. 6480, dated February 20, 2023, before the Court of the Learned 1<sup>st</sup> Class Judicial

Magistrate at Alipore, stating that Smt. Kamala Rani Chanda and Smt. Kamal Rani Chanda is same and identical person, before the eyes of law.

**AND WHEREAS** thus Sri Ranjit Chanda, Sri Biswajit Chanda, Sri Indrajit Chanda, Sri Surajit Chanda, Smt. Swapna Mitra and Smt. Krishna Chakraborty became the joint owners in respect of 4 Cottah 11 Chhitaks of land, be the same a little more or less, alongwith the structure standing there at, comprised under C. S. Dag No. 424 (P), 395 (P), Mouza - Naktala, E. P. No. 432, S. P. No. 605, J. L. No. 32, lying and situate at municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur, Kolkata – 700 047, District – 24 Parganas (South), mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur, Kolkata – 700 047, District – 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 100**, by way of intestate succession from their mother Kamala Rani Chanda alias Kamal Rani Chanda, since deceased.

**AND WHEREAS** while enjoying the property Sri Surajit Chanda, died intestate on May 22, 2013 leaving behind his widow **Smt. Monika Chanda** and only daughter **Sm. Sneha Chanda**, as his legal heir and successors, who jointly inherited the **undivided undemarcated 1/6<sup>th</sup> share** in the entire property left by their husband/father Surajit Chanda since deceased.

**AND WHEREAS** thereafter another co-sharer Sri Indrajit Chanda while enjoying the property died intestate on August 19, 2022 leaving behind his only son **Sri Soumyajit Chanda** as his sole legal heir and successor, because his wife of Smt. Sima Chanda, predeceased him on April 5, 2010.

**AND WHEREAS** however Sri Soumyajit Chanda inherited the **undivided undemarcated 1/6<sup>th</sup> share** in the entire property left by his father Indrajit Chanda, since deceased.



**AND WHEREAS** thus **Sri Ranjit Chanda, Sri Biswajit Chanda, Sri Soumyajit Chanda, Smt. Monika Chanda, Sm. Sneha Chanda, Smt. Swapna Mitra, Smt. Krishna Chakraborty** became the joint owners in respect of the homestead land admeasuring an area of more or less **4 Cottahs 11 Chhitaks** alongwith the structure thereat comprised under C. S. Dag Nos. 424 (P), 395 (P), Mouza - Naktala, E. P. No. 432, S. P. No. 605, J. L. No. 32, lying and situate at municipal premises no. 87/12/447E, **Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South)**, and mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 100**.

**AND WHEREAS** subsequent thereto, **Sri Ranjit Chanda, Sri Biswajit Chanda, Sri Soumyajit Chanda, Smt. Monika Chanda, Sm. Sneha Chanda, Smt. Swapna Mitra, Smt. Krishna Chakraborty** jointly mutated their names in respect of the property morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to against the **Assessee No. 21-100-08-4167-9** and started paying rates and taxes regularly.

**AND WHEREAS** while enjoying the property **Sri Ranjit Chanda, Sri Biswajit Chanda, Sri Soumyajit Chanda, Smt. Monika Chanda, Sm. Sneha Chanda, Smt. Swapna Mitra, Smt. Krishna Chakraborty** jointly became desirous to construct a G+III storied building on the said plot of land but due to lack of experience in the field of real estate and due to insufficiency of fund they approached **M/S. DHAR CONSTRUCTION**, a proprietorship developer firm for constructing the a G+III storied building, on the plot of land morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to.

**AND WHEREAS** however **Sri Ranjit Chanda, Sri Biswajit Chanda, Sri Soumyajit Chanda, Smt. Monika Chanda, Sm. Sneha Chanda, Smt. Swapna Mitra, Smt. Krishna**

Chakraborty, being the landlords entered into a Development Agreement with M/S. DHAR CONSTRUCTION duly represent by **Sri Swastik Dhar**, son of Sri Subrata Dhar, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 87/10A, Raja Subodh Chandra Mullick Road, Post Office – Naktala, Police Station – Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South).

**AND WHEREAS** the said **Development Agreement** was registered on February 17, 2023 in the office of the District Sub Registrar – I, Alipore and was duly recorded in Book No. I, Volume No. 1601-2023, Page Nos. 16006 to 16050, Being No. 160100394 for the year 2023.

**AND WHEREAS** on the self same date, that is on February 17, 2023 Sri Ranjit Chanda, Sri Biswajit Chanda, Sri Soumyajit Chanda, Smt. Monika Chanda, Sm. Sneha Chanda, Smt. Swapna Mitra, Smt. Krishna Chakraborty jointly executed a registered **Development Power of Attorney** in favour of **Sri Swastick Dhar**, son of Sri Dubrata Dhar being the proprietor of M/s Dhar Construction which was registered in the office of District Sub Registrar – I, Alipore, and was duly recorded in Book No. I, Volume No. 1601-2023, Page Nos. 16051 to 16077, Being No. 160100397 for the year 2023.

**AND WHEREAS** after execution and registration of Development Agreement and Development Power of Attorney M/s. Dhar Construction applied for sanctioned of Building Plan before the Kolkata Municipal Corporation, Building Department. Accordingly on September 26, 2023 Kolkata Municipal Corporation, Building Department duly sanctioned the building plan of G+III storied building vide **Building Permit No. 2023100129**.

**AND WHEREAS** after getting the sanctioned building plan from the Kolkata Municipal Corporation, Building Department M/s. Dhar Construction applied for registration of their project under **West Bengal Real Estate Regulatory Authority (WBREERA)**. After verification of all the documents West Bengal Real Estate Regulatory Authority

(WBRERA) approved the project of the G+III namely **Lokenath Bhawan** vide its **Registration No. .... dated .....**

**AND WHEREAS** thereafter M/s Dhar Construction completed all the formalities with the statutory authorities and constructed a G+III storied building as per the building plan by the Kolkata Municipal Corporation, Building Department.

**AND WHEREAS** one **Sri .....**, son of ....., resident of ....., being interested to purchase a self contained **residential flat measuring about more or less .....** square feet carpet area or ....., square feet super built up area on the ..... floor of the building namely "**Loknath Bhawan**" consisting of ..... bedroom, 1 drawing cum dining room, 1 Kitchen, ..... toilet, 1 Varandah, with **tiles flooring** and *lift facilities*, lying and situate at **87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South)**, and mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 100** at a consideration of **Rs. .... (Rupees .....**).

**NOW THEREFORE THIS INDENTURE OF CONVEYANCE  
WITNESSETH :**

**DEFINITIONS** : In this Deed of Conveyance, unless it is contrary or repugnant to the subject or context the words and/or expressions hereinafter mentioned shall have the meaning assigned to them as follows:

**PREMISES :** In this Deed of Conveyance the term or expression premises shall mean and

include municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 100, with boundary within the premises is the subject matter of this Deed of Conveyance which is going to be sold to the present purchaser.

**VENDORS :**

The vendors shall mean and include the vendors abovenamed and their heirs, successors, executors, administrators, attorneys, assigns and legal representatives.

**PURCHASER :**

The purchaser shall mean and include the purchasers abovenamed and their heirs, successors, executors, administrators, attorneys, assigns and legal representatives.

**DEVELOPER :**

The developer shall mean and include the developer abovenamed and its successor-in-office, executors, administrators, attorneys, assigns and legal representatives.

**BUILDING :**

The building shall mean and include the G+III storied building, lying and situate at municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 100, with boundary and proportionate share of land.

**FLAT :**

The flat shall mean and include, residential flat, measuring about more or less ..... square feet carpet area (being ..... square feet super built up), with tiles flooring and lift facility, on the ..... side of the ..... floor of the G+III building, namely 'Loknath Bhawan', lying and situate at municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office -

Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 100.

**COVERED AREA :**

The covered area shall mean and include the total area of the unit computed by adding together with the floor comprised in the unit, area of the walls and pillars of the building.

**UNDIVIDED SHARE :**

The undivided share shall mean and include the undivided area comprised in municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 100.

**PROPORTIONATE SHARE :** Proportionate Share shall mean and include the proportion in which the undivided share in the property be held by the Co-Owners.

**CO-OWNERS :** The co-owners shall mean and include all persons who have agreed to purchase the undivided share of the land and who would enjoy the property jointly.

**COMMON PURPOSE :** The common purpose shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the portions and the open land at the premises and the entire building.

**COMMON EXPENSES :** The common expenses shall mean and include all the costs, charges and expenses for working, maintenance, upkeep, repairs and replacement of common parts of the entire building.

That the purchaser hereby agrees to purchase **ALL THAT** the piece and parcel of more or less, ..... **square feet carpet area** (being ..... square feet super built up), residential flat, on the ..... **side** of the ..... **floor** of the building, with **tiles**

**flooring** and ***lift facility***, lying and situate at municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), and mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 100, which is morefully and particularly mentioned and described in the **Second Schedule** hereunder written and hereinafter referred to, for a total consideration of **Rs. ....-/- (Rupees .....**) only paid by the purchaser to the developer, and the developer doth hereby and hereunder grant, convey, transfer, assign, and assure unto and to the use of the purchaser, free from all other encumbrances **ALL THAT** the piece and parcel of **residential flat**, measuring about more or less ..... **square feet carpet area** (being ..... square feet super built up), on the ..... **side** of the ..... **floor** of the building, consisting of ..... bed room, ..... living cum dining room, 1 kitchen, 1 toilet, 1 balcony with **tiles flooring**, and ***lift facility***, lying and situate at municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), and mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station – Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, Ward No. 100, which is morefully and particularly mentioned and described in the **Second Schedule** attached thereto and forming a part thereof in the said premises **TOGETHER WITH** the undivided, and proportionate share and interest in the land described in the First Schedule hereto and forming a part thereof with the right of ingress and egress from the said premises, alongwith half the depths in all the joints above and between its ceiling and the floor above and also between the floor of the said flat below with ownership of all doors, windows, fittings and fixtures both electrical and stationary all internal walls together with the proportionate share and interest in the common roof, stair case, lift and all ways and passage, drain, water courses, electric connection upto the respective meter and/or source of supply sanitary fittings with necessary



connection amenities to be enjoyed jointly with other members together with the right in common in relation to the stair case, the roof and the adjoining area of several landings, passages, gangways, common drains, water mains, electric lines, telephone lines, television cable lines, common yard and passages leading to the building from and to every part and parcel thereof **TOGETHER WITH** the benefits of all ancient and other rights, liabilities, easements, appendages, appurtenances **ALL** estate, right, title, interest, possession, property claim and demand whatsoever, both in Law and Equity of the developer into upon the said flat **AND** all deeds, pattahs, writing and other evidence of the title which exclusively relate to the said flat or the said land on which the said building is constructed or any part or parcel thereof and which now or hereafter shall or may be in custody, power and possession of any person from whom the developer may procure without any action **TO HAVE AND TO HOLD** the said flat and hereby granted, transferred, sold, conveyed or express or intended so to be unto and to the use of the purchaser absolutely and forever and free from all encumbrances **TOGETHER WITH** all walls buildings, erections, and fixtures and all manner of rights, liberties, easements, privileges, appendages and appurtenances whatsoever belonging to or anywise appertaining to the said unit and every piece and parcel thereof which are or was held, used, occupied or known as piece and parcel thereof or appurtenant thereto for the price of **Rs. ....../- (Rupees .....)** only.

**THE DEVELOPER HEREBY COVENANTS WITH THE PURCHASER** that

i) The purchaser shall and may, at all times thereafter, peaceably and quietly hold, possess and enjoy the said flat and each and every part thereof and receive rents and profits thereof without any unlawful eviction, interruption, claim and demand from the developer or any person or persons lawfully or equitably claiming any estate or inheritance in the said flat or in any other part thereof from under or in trust of the developer shall and will from time to time and at all times hereinafter at the request and cost of the purchaser do and execute or cause to be done and execute all such further and other acts, deeds and things for further and more perfectly assuring the said

flat and every part thereof **UNTO AND TO THE USE OF THE** purchaser in the manner aforesaid as shall or may be reasonably required ;

ii) That notwithstanding any act, deed or thing whatsoever by the developer executed or knowingly suffered to the contrary the developer has a good right, title, interest, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said flat hereby granted, conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser in the matter aforesaid **AND THAT** the purchaser, shall and may at all times hereinafter peaceably and quietly hold possess and enjoy the said flat and receive the rents and issues proper rent receipts, thereof without any unlawful eviction, interruption, claim or demand whatsoever from or by the developer or any person or persons lawfully or equitably claiming under or in trust of the developer and freely, clearly and absolutely acquitted, exonerated and discharged or otherwise well and sufficiently saved, defended, kept harmless, and indemnified the developer, from and against all manner of claims, charges, liens, lispens, attachments, encumbrances and liabilities whatsoever made or suffered by the developer.

iii) The developer and all persons lawfully and equitably claiming the right, title, interest, or demand whatsoever in the said flat or any part thereof from, through, under or in trust of the developer shall and will from time to time and at all times hereafter at the request and costs of the purchaser make, execute and preferred or cause to be made, executed or preferred all such acts, deeds, matters and things whatsoever for further better and more perfectly and effectually granting and assuring the said flat and with the undivided interest or share in the land or ground as aforesaid and every part thereof unto and to the use of the purchaser as shall or may be reasonably required.

iv) The purchaser shall have the power and absolute proprietary rights in respect of the floor areas and inside walls and inside ceilings.

**THE PURCHASER HEREBY COVENANTS WITH THE DEVELOPER** that

- i) The purchaser is fully satisfied with the said building and the said flat, morefully and particularly mentioned and described in the Second Schedule hereunder written and hereinafter referred to and all installations, fittings and fixtures in the said flat and building as to the conditions thereof and also of the articles attached thereto.
- ii) Save and except the said flat hereby sold to the purchaser, the purchaser shall have proportionate claim or right over all the open spaces, lobbies, stair case, terrace, and courtyard in the front and back portion of the building on the ground floor.
- iii) The said flat shall be used, occupied and/or enjoyed by the purchaser at all times as a residential unit for himself and for his other family members.
- iv) The purchaser shall maintain at his own cost the said flat in good condition and order and shall abide by all laws, bye-laws, rules and regulations of the State Government, Kolkata Municipal Corporation, and/or any other Statutory Authorities or Local Bodies and shall attend, answer and shall be responsible for all deviations, violations and breach of any other Statutory Conditions of the Laws, Rules and Regulations and shall observe and perform all the terms and conditions herein contained in so far as the said flat is concerned.
- v) The purchaser cannot make any structural additions and alterations in the said flat or any portion thereof. The purchaser will however, be entitled to install in the said flat, air condition and/or cooling systems e.t.c. if he requires to do so without affecting the floors and walls of the said flat and any portion adjacent thereto or the elevation of the said building.

- vi) The purchaser shall maintain the walls, doors and windows, and landing and in the common passages, homogenously in the colouring and design of the said building.
- vii) The purchaser has no right to demolish or cause waste or damage to the walls, ceilings of the property, common drain-pipe, sewerage-pipe, and water-pipes, common electric lines in any manner whatsoever so as to affect the other co-sharers in the building who have acquired or may hereafter acquire a flat in the building;
- viii) The purchaser and his servants, men and agents shall, not in any way obstruct or cause to be obstructed the passage, driveways, landing, area of roof or stair-case of the said premises, nor store therein any rubbish or other materials, goods or furniture, nor shall do or cause to be done or allow any act or thing thereby in the use and enjoyment of the common amenities and conveniences of the said premises be in any way prejudiced affected or vitiated.
- ix) The purchaser shall not do or cause to be done any act or commission which may in any manner prejudice the right of the owners or occupiers of the other flats in the said building as the peaceful and convenient enjoyment of the said flat.
- x) The purchaser shall also pay the charges for the electricity consumed in the said flat and also contribute and pay the proportionate share towards the electricity consumed for the common areas of the building.
- xi) The purchaser shall, contribute and pay the municipal taxes, and proportionate share towards the multistoried buildings taxes, surcharge, water tax, and all other taxes and impositions that may be levied by the Central/State Government or by Local Bodies in respect of the said flat and also pay the proportionate share towards the costs expenses and outgoings in respect of the common amenities and conveniences specified in the Third Schedule hereto such apportionment shall be made by the Association of Owners on actual which shall be final and binding on the purchaser.

xii) The undivided interest of the purchaser in the land as morefully and particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to shall remain undivided and/or joint for all times with the purchaser and/or other co-owners who thereto before acquired and who may acquire right, title and interest in any flat of the building;

xiii) The purchaser shall not use the flat or any portion of the building including the stair-case, lift, roof, gangways, passages, drains and open spaces entrances and shall not do any act or behave in such manner as may be detrimental to the interests of the other owners of the flats/co-sharers in the building or against their rights and privileges in respect of flats and the covered car parking space and/or in such a manner that may cause or likely to be caused annoyance or nuisance or cause damage or breach of peace in the building and/or to any other owners of the flats in the said building or in the locality.

### **FIRST SCHEDULE OF THE PROPERTY**

**ALL THAT** the piece and parcel of **homestead land** admeasuring an area of more or less **4 Cottahs 11 Chhitaks** alongwith the structure thereat comprised under C. S. Dag Nos. 424 (P), 395 (P), Mouza - Naktala, E. P. No. 432, S. P. No. 605, J. L. No. 32, lying and situate at municipal premises no. 87/12/447E, **Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South)**, and mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 100**, having **Assessee No. 21-100-08-4167-9** which is butted and bounded as follows :

**ON THE NORTH** : premises no. E-132/1,Ramgarh & E-132/1A, Ramgarh  
**ON THE EAST** : 10' wide KMC Road

**ON THE SOUTH** : premises no. E-131, Ramgarh  
**ON THE WEST** : 20' wide K.M.C Road

**SECOND SCHEDULE OF THE PROPERTY**

(property sold to .....)

**ALL THAT** the piece and parcel of **residential flat** measuring about more or less ..... **square feet** carpet area or ..... **square feet** super built up area on the ..... **side** of the ..... **floor** of the building namely "**Loknath Bhawan**" consisting of ..... bedroom, 1 drawing cum dining room, 1 Kitchen, ..... toilet, 1 Varandah, with **tiles flooring** and lift facility, TOGETHERWITH the undivided, undemarcated proportionate share in the land underneath and common areas and facilities of the newly constructed building, lying and situate at municipal premises no. 87/12/447E, Raja Subodh Chandra Mullick Road, Post Office - Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District – 24 Parganas (South), and mailing address – E/132 Ramgarh, Post Office – Naktala, Police Station - Jadavpur (now Netaji Nagar), Kolkata – 700 047, District - 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 100**.

**THIRD SCHEDULE OF THE PROPERTY**

Particulars of "**COMMON AMENITIES**" referred above for the beneficial use and enjoyment of the said flat.

i) All rights and privileges of vertical and lateral support easements, quasi-easements, appendages and appurtenance belonging to the said flat or therewith usually held used occupied or enjoyed or known as part or parcel thereof or appertaining thereto which are hereinafter morefully specified and reserving unto the

developer or owners of other flats, rights, etc. more particularly set out in the Fourth Schedule;

ii) The right of use in the common with other persons deriving title under it and the developer and occupiers of other flats used and enjoyment of the common spaces, main entrance, landing, water reservoirs, drains, sewerages, pipe lines, electric lines and other common parts and passages appurtenant thereto.

iii) The right of protection of the said flat by or from other flats or portions of the said building so far as it can protect the same.

iv) The right of supply passages or flow in common of electricity, water through pipes, drains, wires, electric lines and conduits lying or being under through or over the other flats, parts or portion of the said premises necessary for residential purposes.

v) The right to use the entrance, stair case landings, lift, common open spaces and common passages at the said premises at all times in the day and all reasonable hours at night in common with the other flat owners and with the owners deriving title under it and the owners and occupiers of the flats of the aforesaid premises.

vi) The right of the workmen and materials to enter other portions of the said premises for the sole purpose of repairing and maintenance so far may be necessary for such pipes, drains, wires aforesaid which cannot be carried without such entry, upon giving previous notice of its intention so to do the concerned parties.

#### **THE FOURTH SCHEDULE OF THE PROPERTY**

The rights, easements, quasi-easements, privileges in appurtenances accepted out of

the transfer by the foregoing Indenture and reserved unto the developer delivering title under it and/or other owners/occupiers of other flats or portions of the said buildings.

a) The supply passage or flow of electricity, water and soil from any flat (other than the said flat described in the Second Schedule) hereto the other portion of the said premises, through pipes, drains, wires, conduits, under through or over the said flat as far as may be reasonably necessary for the beneficial use and enjoyment of the other flat owners, parts or portions of the said premises or all purpose whatsoever in common with the purchaser.

b) The right to protect the other flats, or portions of the said premises by all parts of the said flat so far as they can give protection to the same.

c) The right of ingress and egress from other flat and portions of the said premises through the other common passages of the said premises in common with the purchaser.

d) The right of workman and materials to entered into the said flat for the purpose of building, repairing, replacing, cleaning and inspection so far as may be necessary all or any pipes, drains, wires and conduits situate, instead of pass the said flat upon twenty four hours' notice to the purchaser.

#### **THE FIFTH SCHEDULE OF THE PROPERTY**

The recurring cost, charges and expenses and cost other outgoing to be paid proportionate share by the purchaser for the said second schedule flat :



1. The Municipal rates and taxes, property tax/taxes and all other statutory charges, levies in respect of the said premises.
  
2. The expenses or maintaining for repairing of the sewerage lines, drains, rainwater pipes and electric wiring in under or upon the said land and enjoyed or used in common by the owners and occupiers of the other flats together with expenses for maintaining and repairing the passages, staircases, landing of the boundary walls, compounds, landing terrace etc. thereof.
  
3. The costs of repairing, white washing, colour washing, colour painting and decorating the exterior of the building and other parts and portion thereof.
  
4. The cost of cleaning and lightning the passages and other common open and covered spaces or portion of the said building.
  
5. The cost of running repairs and maintaining the pumps and motors.
  
6. The salaries of Darwan, Sweeper and the Maintenance Staffs.

**IN WITNESS WHEREOF** the parties set and subscribed their signatures, on the day, month and year above written.

**SIGNED AND DELIVERED** by  
the parties in Kolkata in the presence of -

**WITNESSES :**

1.

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**V E N D O R S**

2.

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**P U R C H A S E R**

---

**D E V E L O P E R**

Drafted by me as per the  
instructions of my client :

*Anirban Dutta*

*Advocate*

*High Court, Calcutta*

C/o.  **DUTTA & ASSOCIATES**  
Advocates & Consultants

**Office Address -** D/71, Ramgarh, Post Office –  
Naktala, Kolkata – 700 047

**Phone Nos.** (+91)(033) 2429 0003  
(+91)(0) 98367 57495  
(+91)(0) 92394 05484  
(+91)(0) 70035 39430

**Enrolment No.** F/1221/2008 // WB/223/2009  
**Website :** [www.duttaandassociates.com](http://www.duttaandassociates.com)

**MEMO OF CONSIDERATION**

**RECEIVED** from **Sri** ....., the within mentioned sum of **Rs...../- (Rupees .....)** only, as the full and final payment towards the flat morefully and particularly mentioned and described in the Second Schedule

<u>Cheque No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
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Total	_____	<u>Rs.</u> _____ <u>/-</u>
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**WITNESSES :**

1.

2.

\_\_\_\_\_  
**DEVELOPER**

\*\*\*\*\*  
DATED THIS DAY OF 2024  
\*\*\*\*\*

**BETWEEN**

**SRI RANJIT CHANDA & OTHERS**

... VENDORS

--- AND ---

**M/S. DHAR CONSTRUCTION**

... DEVELOPER

---AND---

**SRI .....**

... PURCHASER

**DEED OF CONVEYANCE**

*Anirban Dutta*

Advocate  
High Court, Calcutta

C/o.  **DUTTA & ASSOCIATES**  
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DHAR CONSTRUCTION

*Swarnk Dha*

Proprietor