

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of
_____, 20____.

BETWEEN

M/S. KEYA BISWAS

Keya Biswas:
Proprietor

1. KRISHNA BISWAS, [PAN: ADAPB8255H], wife of Late Pankaj Kumar Biswas, by faith- Hindu, by occupation- Housewife, by nationality- Indian; **2. AVIJIT BISWAS** (alias Abhijit Biswas), [PAN: AGEPB6674K], son of Late Pankaj Kumar Biswas, by faith- Hindu, by occupation- Doctor, by nationality- Indian; **3. JAGANNATH BISWAS**, [PAN: AECPB2369H], son of Late Kartick Chandra Biswas, by faith – Hindu, by occupation- Business, by nationality- Indian; All residing at Premises No. 36, Latafat Hossain Lane, Post Office K.G. Bose Sarani, Police Station Beliaghata, Kolkata– 700085. *All collectively represented by their lawful constituted Attorney* **KEYA BISWAS**, [PAN: BEKPB7635F], wife of Jagannath Biswas, residing at Premises No. 36, Latafat Hossain Lane, P.O. K.G. Bose Sarani, P.S. Beliaghata, Kolkata- 700085, by virtue of a Registered Development Power of Attorney, registered in Book No. 1, Volume No. 1606-223, Pages 12647 to 12660, Being No. 160600323 for the year 2023 registered before the A.D.S.R. Sealdah, and Development Power of Attorney, registered in Book No. 1, Volume No. 1606-223, Pages 12661 to 12674, Being No. 160600324 for the year 2023 registered before the A.D.S.R. Sealdah hereinafter collectively called and referred to as the "**VENDORS / OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART**.

AND

KEYA BISWAS, [PAN: BEKPB7635F], wife of Jagannath Biswas, by faith- Hindu, by occupation- Business, residing at Premises No. 36, Latafat Hossain Lane, Post Office K.G. Bose Sarani, Police Station Beliaghata, Kolkata- 700085, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall

unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives, and assigns) of the **SECOND PART.**

AND

[SELECT APPLICABLE PURCHASER ENTITY OPTION BELOW]

[OPTION A: FOR INDIVIDUAL PURCHASER]

[PURCHASER'S NAME], PAN: [____], son / wife / daughter of [____], by faith- [____], by occupation- [____], by Nationality- Indian, residing at [____]
____], hereinafter called and referred to

as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, and assigns) of the **THIRD PART.**

[OPTION B: FOR CORPORATE / LEGAL PERSON PURCHASER]

M/S. [COMPANY / LLP / FIRM NAME], PAN: [____], a Corporate Entity incorporated under the Companies Act, 2013 / a Limited Liability Partnership registered under the LLP Act, 2008 / a Partnership Firm registered under the Partnership Act, 1932, having its registered office / principal place of business at [____]
____], represented by its authorized signatory

/ director / partner **[NAME OF REPRESENTATIVE]**, authorized vide Board Resolution / Authorization Letter dated [____], hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless excluded

by or repugnant to the context be deemed to mean and include its successors-in-interest, corporate liquidators, and permitted assigns) of the **THIRD PART**.

WHEREAS:

A. The Vendors/Owners are the absolute owners and well and sufficiently entitled to ALL THAT piece and parcel of land measuring 5 Cottah 5 Chittacks, together with an old permanent structure of 2060 sq. ft. (more or less), situated at Premises No. 36, Latafat Hossain Lane, Kolkata - 700085, under Assessee Nos. 110341500874 and 110341500667, P.O. K.G. Bose Sarani, P.S. Beliaghata, within the local limits of the Kolkata Municipal Corporation (KMC), more fully and particularly described in Schedule 'A' written hereinafter (hereinafter referred to as the 'Parent Property').

B. The ownership history of the Parent Property traces back to a registered Deed of Gift dated 5th August 1991, recorded in Book No. I, Volume No. 197, Pages 457, Being No. 12035 for the year 1991, registered with the District Registrar (D.S.R.), Alipore, 24 Parganas (South), whereby Late Pankaj Kumar Biswas (since deceased) and Jagannath Biswas acquired equal fifty percent (50%) shares each in the Parent Property.

C. Following the demise of the said Pankaj Kumar Biswas on 14.02.2010, his undivided share devolved upon his legal heirs, namely his wife Krishna Biswas and his son Dr. Avijit Biswas, who mutated their names in the records of the Kolkata Municipal Corporation as joint owners and have been regularly paying rates and taxes accordingly.

D. For the commercial exploitation and development of the Parent Property, the Owners entered into two Development Agreement, registered in Book No. 1,

Volume No. 1606-2023, Pages 5760 to 5784, Being No. 160600068 for the year 2023 registered before the A.D.S.R. Sealdah, and Development Agreement, registered in Book No. 1, Volume No. 1606-2023, Pages 5830 to 5853, Being No. 160600067 for the year 2023 registered before the A.D.S.R. Sealdah with the Developer herein for constructing a multistoried building. Under the terms of the said Development Agreement, the allocation ratio was fixed at 50% of the built-up area as the 'Owners' Allocation' and the remaining 50% of the built-up area as the 'Developer's Allocation'.

E. To facilitate the sale and transfer of the Developer's Allocation, the Owners executed a Registered two Development Power of Attorney, registered in Book No. 1, Volume No. 1606-2023, Pages 12647 to 12660, Being No. 160600323 for the year 2023 registered before the A.D.S.R. Sealdah, and Development Power of Attorney, registered in Book No. 1, Volume No. 1606-2023, Pages 12661 to 12674, Being No. 160600324 for the year 2023 registered before the A.D.S.R. Sealdah in favor of the Developer, Keya Biswas, authorizing her to execute agreements, deeds of conveyance, and receive consideration monies from intending buyers without any let or hindrance from the Owners.

F. The building plan was duly sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2022030008 dated 22.04.2022 Borough III. The structural layout meets all local municipal guidelines and the project is registered under the West Bengal Real Estate Regulatory Authority (WBREERA) under Registration No. [WBREERA/XXX/XXXX/XXXXXX].

G. The Developer, by virtue of her exclusive entitlement to the Developer's Allocation, agreed to sell, and the Purchaser agreed to purchase the specific allocation unit(s) selected and defined under Schedule 'B' of this instrument, for a total mutual consideration of Rs. [_____/ -] (Rupees [_____] only).

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. CONSIDERATION AND GRANT: In pursuance of the said agreement and in consideration of the sum of Rs. [_____/ -] (Rupees [_____] only) paid by the Purchaser to the Developer at or before the execution of these presents (the receipt whereof the Developer hereby admits and acknowledges as per the Memo of Consideration below), the Vendors as Owners, represented by their Constituted Attorney, and the Developer do hereby grant, sell, convey, transfer, assign, and assure unto the Purchaser the designated property unit(s) under Schedule 'B' (whether Flat, Shop Room, or Car Parking Space as selected), along with proportionate, undivided, indivisible impartible share in the land beneath, and common areas, stairs, lobbies, and utilities described in Schedule 'C'.

2. HABENDUM AND TITLE GUARANTEE: To have and to hold the designated Schedule 'B' Unit(s) and all appurtenances hereby sold, conveyed, and transferred unto and to the Purchaser absolutely and forever, free from all encumbrances, liens, attachments, lis pendens, mortgages, or trusts whatsoever. The Vendors and the Developer covenant that they have good right, full power, and absolute authority to grant, sell, and convey the same in the manner aforesaid.

3. DELIVERY OF POSSESSION: The Developer has on this day handed over peaceful, vacant, and physical possession of the designated Schedule 'B' Unit(s) to the Purchaser, and the Purchaser acknowledges receipt and satisfaction regarding the quality, finishes, dimensions, and specifications of the construction as per WBREERA compliance norms.

4. INDEMNITY COVENANTS: The Developer hereby covenants to keep the Purchaser fully indemnified against any loss, suits, costs, proceedings, or claims arising from structural defects or quality degradation in the designated Unit for a period of 5 (Five) years from the date of handing over possession, as mandated under the statutory RERA defect liability period. The Owners similarly covenant to keep the Purchaser indemnified against any future claims regarding defects in structural parent land title or ownership disputes.

5. TAXES, RATES, AND MAINTENANCE CHARGES: The Purchaser covenants that from the date of execution/possession, they shall regularly and punctually pay KMC municipal rates, taxes, and monthly maintenance charges for common services to the Developer or the Flat Owners' Association (once formed), proportionate to their built-up area footprint.

THE SCHEDULES ABOVE REFERRED TO

SCHEDULE 'A'

ALL THAT piece and parcel of land measuring **5 Cottah 5 Chittacks**, equivalent to 3825 sq. ft. (more or less), together with permanent structures, situated at Premises No. 36, Latafat Hossain Lane, Kolkata - 700085, P.O. K.G. Bose Sarani, P.S. Beliaghata, within Ward No. 034 of the Kolkata Municipal Corporation, Assessee Nos. 110341500874 and 110341500667, butted and bounded as follows:

ON THE NORTH : 35, Latafat Hossain Lane
ON THE SOUTH : 39/B, Latafat Hossain Lane
ON THE EAST : 37, Latafat Hossain Lane
ON THE WEST : Lee Colin School

SCHEDULE 'B' (The Transferred Unit Allocation)

[STRIKE OUT OR SPECIFY THE APPLICABLE COMPONENT BEING SOLD]

RESIDENTIAL FLAT: ALL THAT one self-contained residential unit/Flat marked as Flat No. [] on the [] Floor, consisting of [] Bedrooms, [] Living-cum-Dining Room, [] Kitchen, and [] Toilets, measuring an area of [] sq. ft. (Carpet Area) / [] sq. ft. (Built-up Area), constructed as per specifications falling within the Developer's Allocation.

CAR PARKING SPACE: ALL THAT covered marked as Parking Space No. [] with 135 Sq. Ft. on the Ground Floor / Basement / Under-building clearance area, measuring approximately [] sq. ft., intended exclusively for parking a motor vehicle, falling within the Developer's Allocation.

SCHEDULE 'C' (Common Parts and Portions)

1. Proportionate undivided impartible share in the parent land described in Schedule 'A'.
2. The main entrance gate, boundary walls, common pathways, security posts, and passages of the building.
3. Common staircase, stair landings, main entrance lobby, and common roof access.
4. Water supply infrastructure including the Underground Reservoir, Overhead Concrete Tank, water pump installation, and interconnected plumbing networks.
5. Common electrical wiring, panels, transformers, and service lines up to individual meters.

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

SIGNED, SEALED & DELIVERED in presence of:

1.

Constituted attorney for the Vendors

SIGNATURE OF THE VENDORS/OWNERS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/(S)

Drafted by me:

Advocate

High Court, Calcutta.

Memo of Earnest Money/Part Consideration

Sl. No.	Cheque No./Draft No.	Dated	Bank and Branch	Amount
Total				

WITNESS:-

1.

2.

M/S. KEYA BISWAS
Keya Biswas.
Proprietor

SIGNATURE OF THE DEVELOPER