

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the        day of  
....., Two Thousand and Twenty Three, **2025, A.D.**

**BETWEEN**

(1) SUJIT KUMAR BANERJEE, alias SUJIT KUMAR BANDYOPADHYAY (PAN NO, ACXPB7819F), (Aadhaar No. 559764480373), son of Late Sushil Kumar Banerjee, alias Sushil Kumar Bandyopadhyay by faith Hindu, by occupation retired and (2) SUNIT KUMAR BANERJEE, alias SUNIT BANERJEE, (PAN NO. BGRPB7926A), (Aadhaar No. 869602908366) son of Late Sushil Kumar Banerjee, alias Sushil Banerjee, by faith Hindu, by occupation retired all by nationality Indian residing at 46/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata-700026, hereinafter jointly referred to as "OWNERS/FIRST PART" which unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assignees of the "ONE PART.

**AND**

BOSE DEVELOPER (PAN NO. ALCPB2684A), a proprietorship firm having its registered office at 49/1 Gurupada Halder Road, Police Station Kalighat, Kolkata-700026, represented by its proprietor GOPA BOSE (PAN ALCPB2684A), (Aadhaar No.240742704624) wife of Prasanta Bose, by faith Hindu, by occupation Business, by Nationality Indian, residing at 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, hereinafter called and referred to as "44 DEVELOPER/SECOND PART" which unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, administrators, legal representatives and assignees of the "OTHER PART".

**AND**

M..... a company incorporated under the Indian Companies Act, 1956 having it's registered address at ....., under Police Station - ....., Kolkata - ..... represented by it's one of the directors namely ..... son of late Syed ..... by faith ..... by occupation --..... resident of ..... under P.S. - ....., Kolkata - ..... for the purpose of execution of this deed, hereinafter referred to as the **PURCHASER** ( which expression unless repugnant to the context shall mean to include the legal transferees, legal representatives, successors in office etc. ) of the THIRD PART.

WHEREAS:

WHEREAS one Thakonath Banerjee was in exclusive possession of the ALL THAT piece and parcel of the land measuring about 5 Cottahs more or less together with two storied old dilapidate building which is lying and situated at Halder Road Police Station

WHEREAS one Thakonath Banerjee was in exclusive possession of the ALL THAT piece and parcel of the land measuring about 5 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat.(formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No 083, by the virtue of the deed of conveyance which was registered at District Registrar Alipore 24 parganas recorded in Book No. 1. Volume No. 36, Page No. 184-185, Being No. 2950 for the year of 1889 more fully described in the First Schedule..

AND WHEREAS said Thakonath Banerjee transfer his 1 Cottah out of 5 Cottahs more or less to his sister Narayani Devi and thus he became the absolute owner of ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083 thereof.

AND WHEREAS said Thakonath Banerjee died intestate and his wife predeceased leaving behind survival his only son Charu Chandra Banerjee as the legal heir, successor and representative of Late Thakonath Banerjee in respect of ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083, more fully described in the First Schedule. the

AND WHEREAS said Charu Chandra Banerjee became the owner of ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083, more fully described in the First Schedule.

AND WHEREAS Charu Chandra Banerjee died intestate and his wife died intestate leaving behind surviving his only son Sushil Kumar Banerjee as the legal heir, successor and representative of Late Charu Chandra Banerjee of ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate ...

AND WHEREAS Sushil Kumar Banerjee died intestate on 29.04.1976, leaving behind surviving his wife Puspa Rani Banerjee and two sons i.e.. Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee, as the legal heirs, successors and representative of Late Sushil Kumar Banerjee in respect of

ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083 herein.

AND WHEREAS Sushil Kumar Banerjee died intestate on 29.04.1976, leaving behind surviving his wife Puspa Rani Banerjee and two sons i.e.. Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee, as the legal heirs, successors and representative of Late Sushil Kumar Banerjee in respect of

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AND WHEREAS said Puspa Rani Banerjee, Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee jointly became the owners of ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less together with two storied old dilapidate building which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083 District South 24 Parganas and each undivided 1/3rd share of the said property herein.

AND WHEREAS in consideration of the natural love and affection Smt. Puspa Rani Banerjee freely and willingly accorded and decided without being influenced by any person or persons desirous of making absolute and unconditional free gift of her undivided share of Bastu land measuring more or less 1Cottahs 5 Chittacks 15 sq.,ft. more or less out of 4 Cottahs more or less together with two storied 130 years old dilapidate building measuring about undivided 566.5 sq.,ft. out of 1700 sq.ft. in the ground floor and measuring about undivided 566.5 sq.ft. out of 1700 sq.ft. more or less on the First floor which is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, (formerly Bhowanipur) Kolkata-700026, within the limits of the Kolkata Municipal Corporation under ward No. 083, in the District of South 24 parganas absolutely and forever equally to her two sons Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee

AND WHEREAS thus said Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee became the absolute owners of the aforesaid property by the virtue of the Gift Deed which was registered at Alipore, South 24 Pdns, recorded in Book No. 1, Volume No. 1603-2023, Page No. 482292 to 482308, Being No. 160317784 For the year 2023 and Puspa Rani Banerjee therein mentioned as the Donor and her two sons Sujit Kumar Banerjee, alias Sujit Kumar Bandyopadhyay and Sunit Kumar Banerjee, alias Sunit Banerjee as the Donee of undivided 1/3 rd share.

AND WHEREAS the owners/first part herein with a view to exploit the said land and structure in habitable manner made a proposal to the Developer for formulating a scheme for development of the said described in the First SCHEDULE herein under written and construct a multi storied residential building consisting several self contained ownership flats, and after demolishing the existing old structures thereon and after careful consideration of the owners the developers have become satisfied about the benefits and advantages arising out of the said construction and hence the developer agreed to construct the said new building on the said premises of the owners in pursuance of this agreement on certain terms and conditions mentioned hereunder.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the consideration of the said total sum of Rs. ....../- (Rupees .....), the true and lawful money of the Union of India paid by the Purchasers to the Owner, for proportionate share of land and cost of construction of the said building, on or before the execution of these present and of and from the payment of the same both hereby acquit, release and forever discharge to the Purchasers of self-contained residential Flat in complete and finished condition. The Vendors/Developer both hereby grant, transfer, convey, sell, assigns and assure to and unto and in favour of the Purchasers, free from all sorts of encumbrances **ALL THAT** the finished self contained Flat, measuring a bit more or less ..... (.....) sq.ft. super built up area together with half the depth in the floor and the roof of the said unit measuring ..... (.....) sq.ft. more or less including together with common right to use lift and stair up to roof and all ways, paths, passages and common enjoyment of the roof of the building at the absolute exclusion of any right and authority both of the Owners/Vendors/Developer to construct any further floor or floors on the present roof, drains, water courses, water reservoir on the ground floors, electric motor pump, meter room, overhead water tanks on the roof of the said building and all water pipe lines connected with the said building from the water reservoir and tanks and sewer line and other pipe lines etc. together with undivided proportionate share of right, title and interest on land and other right, liberties, easements, appendages, appurtenances and estate right, title, interest, property, claim whatsoever of the Vendors and the Developer/Attorney in the said Flat and a , free from all sorts of encumbrances to hold the same absolutely and forever

situate, lying at, more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and delineated in the **PLAN** or **MAP** annexed hereto, bordered in **RED verges**, hereinafter referred to as the “said Flat and a ” **AND** all the estate, right, title, interest, inheritance use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Vendors and the Developer in and upon the said Flat to be used by the Purchasers for their residential purposes, hereby granted sold, transferred, conveyed, assigned and or intended so to be and also to the production of and or inspection for all lawful purposes upon payment of all costs and expenses there upon, reasonable notice of all deeds, paths, muniments, writings and evidence of title whatsoever relating to or concerning the said Flat, at any time heretofore were or was or hereafter shall or may be in the custody, possession or power of the Vendors and the Developer **TO HAVE AND TO HOLD** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of absolutely and forever for a perfect and indefeasible estate or inheritance in fee simple in possession without any manner of condition use, trust or other thing whatsoever to alter defect, encumber or make void the said, and the Vendors and Developer/Attorney doth hereby covenant with the Purchasers that notwithstanding any acts, deeds, matter, assurances or thing whatsoever made, done, executed, occasioned or suffered to the contrary, Vendors/Developer are now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect in indefeasible estate or inheritance in fee simple in possession without any manner of hindrance lawful eviction, interruption claim or demand whatsoever from or by the Vendors /Developer any person or persons lawfully or equitably claiming or to claim from, under or in trust for the Vendors and the right and privileges as to the restriction hereunder and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharges or otherwise by the Vendors well and sufficiently saved, defended, keep harmless and indemnified of and from and against all the manner of former or other estate, encumbrances, claim, demands, charges, liens, lispence, debts and attachments, whatsoever had made done executed, occasioned or suffered by the Vendors and the Attorney or any person or to claim from, under or in trust for the Vendors and Developer/Attorney and that free and clear and freely and clearly and absolutely acquitted, executed, discharged or otherwise by the Vendors or the

Developer/Attorney well and sufficiently saved defended kept harmless and indemnified of other estate, right, title, lease, mortgage, charges, trusts, wakf, debtor, attachments, executions, lispenses, claim, demand and encumbrances, whatsoever made done occasional or equitably claiming or to claim by from through under or in trust for the Vendors and **FURTHER THAT** the Vendors and all persons having or lawfully claiming and estate, right, title, interest whatsoever in the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or any part thereof from under or in trust for the Vendors shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute all such deeds, acts, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assigning and assuring the said Flat and the said hereby granted, sold, transferred, conveyed, assigned, assuring the said Flat and the said hereby granted, sold transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers in the manner aforesaid shall or may be reasonably required and that the Purchasers hereby covenant with the Vendors/Developer that the Purchasers will and shall maintain the Flat properly and shall keep the same in good condition so that it may not cause any danger and/or prejudicially effect the other floors and flat **AND** the Vendors/Developer have now in themselves good rightful power and absolute authority to grant, sale, transfer, convey, assign and assure by these presents the said Flat and the said hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and all times hereafter peaceably and quietly hold, use, possess and enjoy the said Flat and the said hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors and Attorney or other Co-Owners of the said Building and that they will pay their share or rates and taxes proportionately, relating to the said building until separation and mutation is effected in respect of the said Flat and the said and the separate assessment is made thereby and shall always pay the rates of maintenance charges for the expenditures of the common parts of the Building as will be reasonably assessed by the building committee and/or Owners' Association and that they will and shall not incur, cut, damages any of the main walls, roofs, common stair case,

common passage and or common sewers so as to cause damages to the said Ground Plus Three Storied Building with Lift facility and or the said premises and further that the Purchasers shall and will bear jointly with the other Flat/Space Owner or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage, and or common sewers and further that Purchasers shall and will bear jointly with the other Flat Owners or Co-Sharers as the case may be, the costs for maintenances of the common stair case, common passage and common sewers and common parts of the building as mentioned earlier **AND THAT** the Vendors /Developer and the Purchasers hereby had agreed with each other that the Purchasers shall be entitled to enjoy and install electric meter on one of their own name for the aforesaid Flat in the meter room at their own costs and also telephone and cable connection separately in the said Flat and that the water supply shall be from the over head water reservoir of the roof and the water will be lifted from the Ground Floor water tank connected with water, of the said building and the Purchasers shall share the pro-rata costs or electricity charges and or generators costs if installed, with other co-owners of the other Flats and or tenants of the said building and that the stair case/lift leading to the said flat from the Ground Floor up to roof and the passage for ingress and egress from the road to the building and to the stair case/lift shall be used by the Purchasers and or their men, agents, servants etc. commonly with the other co-owners and or tenants of the said building and that the Developer/Attorney shall render all possible help and co-operation to the Purchasers for the purpose of mutation of the Purchasers' name jointly in the Assessment Record of the Kolkata Municipal Corporation concerning the said Flat and the said of the Purchasers in proportion of the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoings payable in respect of the said premises directly to the authorities concerned and the said rates and taxes etc. and the Purchasers shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed towards the payment of Municipal Taxes and other outgoing payable in respect of the said premises directly to the authorities concerned and that the said rates and taxes etc. and the Purchasers shall also entitled to sell, lease, mortgage, gift or otherwise alienate the said Flat and the said hereby sold and conveyed, subject to the terms herein contained to any person or persons without the consent of the Vendors/Developer/Attorney or any other Co-Owners who may have acquired before and whom may hereafter acquire any right title and interest acquired by the

Purchaser or Purchasers under the terms these presents and that the Purchasers' undivided interest in the soil as more fully described in the **FIRST SCHEDULE** hereunder written shall remain common for all times to come that is to say that the Purchasers shall become Co-Owners and Co-Sharers for all times to come in respect of the soil and or ground of the said building proportionately with the other co-owners who may hereafter or heretofore have acquire right title and interest in the soil of the said premises. The Purchasers shall abide by the rules and regulations of the committee of the building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of the land measuring about 4 Cottahs more or less is lying and situated at 46/1, Gurupada Halder Road, Police Station Kalighat, Kolkata-700026, within the limits of the Kolkata Municipal Corporation under Ward No. 083, hereunder and hereinafter referred to as the "said Premises" which is butted and bounded as follows:

ON THE NORTH BY : Gurupada Halder Road

ON THE SOUTH BY : 28, Sadananda Road and 47, Gurupada Halder Road

ON THE EAST BY : 46-46A, Gurupada Halder Road

ON THE WEST BY : 46/2 & 47, Gurupada Halder Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE FLAT AND SOLD IN FAVOUR OF**  
**THE PURCHASERS)**

**ALL THAT** \_\_\_\_\_. of self- contained residential Flat being No. .... on the ..... Floor, ..... side, measuring about ..... sq.ft. more or less carpet area up area, comprising of together with the undivided proportionate share and interest in the land underneath the said building and all common rights over the common areas and facilities at Municipal Premises and the said Flat and the

said are delineated and demarcated in the PLAN or MAP annexed herewith and colour with **RED border**, which will be treated as part of this Indenture.

**THE THIRD SCHEDULE**  
**(COMMON AREA AND FACILITIES)**

- a. The land on which the building is located, all easement and quasi-easements rights, dominant heritage etc. belonging to land and building.
- b. The foundation columns, griders, supports main wall, lobbies, stair, staircase, ways, Lift, Lift Room, entrance and exists of the building.
- c. The easements and wards.
- d. Installation of common services such as powers, lights, water, sewerage etc.
- e. Tanks pump, meters, compressors, pipes and tubes and general apparatus and installations existing for common use and passage and paths etc.
- f. All other parts of this property necessary for convenient to the existence, maintenance and safety of the building and common enjoyment or normally in common use.
- g. Boundary walls.
- h. Electric meter, pump and switches fixed in the common areas.

**THE FOURTH SCHEDULE**  
**(DESCRIPTION OF THE COMMON EXPENSES)**

- 1. All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating, lighting the common portions and common areas of the Building included.
- 2. All charges and deposits for suppliers of common utilities to the Owners in common.
- 3. Proportionate share of Municipal Tax, water tax and other levis in respect of the land and building save those separately assessed of the Purchasers' Unit.
- 4. Proportionate share of insurance premium for insuring the Building.
- 5. All litigation expenses for the common purposes and relating to the common use and enjoyment of the common portions.

6. Electricity charges for the electrical energy, consumed for the operation of the common service.
7. Costs of maintenances, repairs and replacements of common Installations.
8. Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or in relation to the common purposes and common utilities.
9. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the Purchasers in common including such amount as may be fixed for creating a fund for replacement, renovations, repairing and/or repairing of the common portions.

**THE FIFTH SCHEDULE**

**(OTHER RULES AND REGULATIONS)**

- a) The Purchasers will not be entitled to claim partition of the undivided proportionate share in the land and or the common parts of the building and roof and or in respect of the common service and utilities therein.
- b) The Owners' Association shall have the power and authority to such rules and regulations for the common purposes as may be the other or the Association may consider reasonable but not inconsistent with the provisions of the W.B. Apartment Ownership Act, 1972 and the Purchasers shall abide by the same.
- c) The Purchasers shall become members of the Association and shall apart from paying proportionately all costs and expenses relating thereto, sign such forms, papers, documents, memorandums articles, declarations, constitution, rules and regulation as may be necessary and reasonably required for the purpose.
- d) The Purchasers cannot do additions or alterations or constructions of permanent nature in the outside of the said flats or any part thereof which will effect the structure and/or of the building.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hand and signature to these presents on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**Presence of:-**

**WITNESSES:-**

1.

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**(SIGNATURE OF THE OWNERS/VENDORS)**

2.

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**(SIGNATURE OF THE PURCHASERS)**

.....

**(SIGNATURE OF THE BUILDER/  
DEVELOPER/ATTORNEY)**

**Drafted and Prepared By**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs. ..../- (Rupees .....) only, as full and final consideration money of the Flat and the of this Deed, as per following Memo:-

**MEMO:-**

**TOTAL** .....  
**Rs.** .....

**(RUPEES ) ONLY.**

**WITNESSES:-**

1.

\_\_\_\_\_  
**SIGNATURE OF THE**

2.

**OWNER/DEVELOPER**

