

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCEE is made this the _____ day of _____ in
the year Two Thousand Twenty Three (2023)

BETWEEN

SRIMATI BIJOY LAKSHMI BURMAN (PAN – AYHPB3974F, Aadhaar-458310677863 MOB NO- 8777688402) wife of Sri Mihresh Burman by faith-Hindu, by Occupation – House wife by Nationality - Indian, then residing at 42/1, Strand Road, Culcutta-7 under P.S – Burrabazar, Culcutta , now permanently residing 67/A B.P.M.Sarani, Uttarpara Kotrung(M), Bhadrakali, Seerampur, Uttarpara, Hoogly, P.O-Bhadrakali, P.S-Uttarpara West Bengal - 712232, District: South 24 Parganas hereinafter called and referred to as the **“OWNER”** duly represented by his lawful constituted attorney, **SRI DILIP DUTTA, (PAN – AIBPD5540R, Aadhaar No – 589000726333)** S/O Late Chittaranjan Dutta, Sree Apartment 84, Chirantani park, sree kanann, Bansdroni, P.O. - Bansdroni, P.S - Previously Regent Park Now Bansdroni ,Kolkata - 700070, by a registered Power of Attorney, registered at the office of the D.S.R. IV, recorded in Book No-I, Volume No 1604 - 2024 Pages from 6384 to 6401 being No – 160415064 of the year 2023, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **“FIRST PART”**.

AND

DILIP ENTERPRISE, a sole proprietorship firm, having registered office at 84, Chirantani Park, P.O-Bansdroni, P.S- Bansdroni Kolkata - 700070, represented by its sole proprietor **SRI DILIP DUTTA, (PAN – AIBPD5540R, Aadhaar No – 589000726333)** S/O Late Chittaranjan Dutta, by faith Hindu, by nationality –Indian, by occupation- Business residing at Sree Apartment 84, Chirantani park, sree kanann, Bansdroni, P.O. - Bansdroni, P.S - Previously Regent Park Now Bansdroni ,Kolkata - 700070, hereinafter called and referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **“SECOND PART”**.

AND

----- (AADHAR NO- -----; PAN NO.- -----
 -----; MOB No-----) son of -----, by Faith – Hindu, by

Nationality-Indian, by Occupation- ----- residing at -----, P.S- --
 ----- P.O-----, Kolkata – 700020 hereinafter called and referred to
 as the “**PURCHASERS**” (which term or expression shall unless excluded by or
 repugnant to the context mean and include their heirs, successors, legal
 representatives, administrators, nominees and assigns) of the “**OTHER PART**”.

- A.** WHEREAS by a Conveyance BEARING the date of 5th February 1968 registered at the office of Registrar of Assurance at Calcutta and noted in Book No 1, Volume No. 13, Pages 405 to 414, Being No. 518 for the year 1968 the Vendor therein Society THE ASH LAND & HOUSING CO-OPERATIVE SOCIETY LIMITED absolutely purchased for valuable consideration from Srimati Baisnabi Dassi the vacant niskar land measuring 1.81 acres under Dag No. 761/858. R.S. Khatian No. 561 of Mouza Joka, Police Station Behala, In the District of 24 Parganas, was thereby intended to be granted transferred and converted.
- B.** AND WHEREAS in pursuance of the object of developing the area known as Thakurpukur Scheme, the Vendor Society therein developed the area by throwing earth and making the of uniform level, laid out roads and passages, and divided the area into plots and announced those plots for sale amongst its members.
- C.** AND WHEREAS one plot No. 155 of the above mentioned Society's Thakurpukur Scheme measuring 4 (Four) Cottah more or less fully and particularly described in the schedule thereunder written and delineated in the Scheme Plan or Map together with rights of easement appertaining thereto an also benefits of all contracts in connection therewith.
- D.** AND WHEREAS the Vendor Society was thus seized and possessed of and otherwise well and sufficiently entitled in their absolute and indefeasible right and interest, free from encumbrances, liens charges lispens and attachments to all that the said piece and parcel of land fully and particularly mentioned in the Schedule thereunder written and was in khas possession thereof.

- E.** AND WHEREAS the Vendor Society offered to sell free from encumbrances liens charges and attachments the said piece and parcel of land at or for the total price of Rupees 6,000/- (Rupees Six Thousand) only and the Purchaser therein and the Owner herein has agreed so to and purchased the same which was registered Registrar of Assurance at Calcutta and noted in Book No 1. Volume No. 94, Pages 145 to 156, Being No. 1949 for the year 1972 for consideration aforementioned.
- F.** AND WHEREAS after such purchase the said BIJOY LAKSHMI BURMAN became the absolute owner of all that piece or parcel of land measuring measuring 4 (Four) cottah comprised in Dag No. 761/858.1.R. Khatian No. 7114 of Mouza Joka. J.L. No. previous 21 now 121, Police Station previous Thakurpukur now Haridevpur, In the District of 24 Parganas, by registered in B.L. & L.R.O. on 29/11/2023 mutated to Bastu Land and mutated her name under KMC and said property known and numbered as Premises No 208, Diamond Park, Ward No-144. Assessee No. 711440515592, Kolkata-700104.
- G.** AND WHEREAS For better accommodation for herself and her family members the owner herein intended to develop the said property by constructing a G+IV storied building thereon on the land thereof and entrust the said Development work to a Developer having sufficient experience, infrastructure and financial resources to undertake the Development and construct and complete the construction of the building on principally sharing the constructed areas in agreed proportion and the entire costs of construction to be borne by the Developer.
- H.** AND WHEREAS the Developer has represented himself as having sufficient experience of development of the immovable landed properties and has sufficient knowledge and expertise. finance and required infrastructure and is fully capable of developing the said property and relying on such representations the owner has agreed to entrust the development work of the said property unto the Developer and the Developer has agreed to develop the said property and invest his own funds for the said requirements and the parties have agreed to share the constructed areas of the building and the parties have also agreed to several terms and conditions as hereinafter stated.

- I. AND WHEREAS The Owner and the Promoter have entered into a development agreement dated 15th December 2023 registered at the office of the District Sub-Registrar in Book No-I, Volume No 1604 - 2024 Pages from 6402 to 6430 being No – 160415054 of the year 2023 and also executed a Power of Attorney in favour of SRI DILIP DUTTA proprietor of DILIP ENTERPRISE dated 15th December 2023 registered at the D.S.R. IV, recorded in Book No-I, Volume No 1604 - 2024 Pages from 6384 to 6401 being No – 160415064 of the year 2023 for the development of the property
- J. AND WHEREAS, The purchaser herein is one of the intending purchaser desirous of purchasing all that the Flat on the ----- Floor(----- side), Flat No. ----, measuring more or less ----- Sq. ft (--- Bedroom, -- Toilet, --- Varandah, -- Kitchen cum Dining) of Carpet Area, situate and lying at -----, Police Station - -----, District 24 Parganas (South), Sub-Registry Office at Budge Budge, for a total consideration of Rs. ----- ----/-, (Rupees ----- lakhs) only, as mentioned in the “SECOND SCHEDULE” below inclusive of common passages, stair, lift, structures, drains, sewerage, septic tank, water supply system, electrical installations, roof right etc. including all other common facilities and together with undivided proportionate share of land, the particulars of which are morefully described in the “SECOND SCHEDULE” hereunder written and hereinafter referred to as the “Said Flat/Unit”.
- K. AND WHEREAS, The parties have signed an agreement for sale dated 19/05/2025 under certain terms and conditions mentioned therein.
- L. **AND WHEREAS,** ----- son of ----- & The Purchaser herein is desirous of purchasing a Flat on the ----- Floor of the said building measuring ----- of Super Built up Area, be the same a little more or less (consisting of ---- Bed Rooms, ----- Kitchen/Dining, ----- Toilets), morefully and particularly described in **SECOND** Schedule hereunder written and specifically delineated in the plan /map annexed hereto and depicted by RED borders line TOGETHER WITH undivided proportionate impartible interest of the land pertaining to the land as described in the **FIRST** Schedule and right to use the common areas and

facilities of the said Premises , as described in the **THIRD** Schedule ,lying and situated and being Premises No. 208 Dimond Park, Locally Known As '**SHRADHANJALI**, Within The Kolkata Municipal Corporation, Ward No. 144, Police Station- Previous Thakurpukur now Haridevpur,Kolkata-700104, District- South 24 Parganas, the admeasuring an a Flat on the ---- Floor of the said building measuring ----- Sq. Ft of Super Built up Area, be the same a little more or less (consisting of ----- Bed Rooms, ----- Kitchen/Dining,----- Toilets) with the right to egress and ingress together with proportionate undivided share or interest of land of the premises attributable pro-rata to the said Residential area of the said building situate and lying at Premises No. 208 Dimond Park Locally Known As **SHRADHANJALI**, Within The Kolkata Municipal Corporation, Ward No.144, Police Station- Previous Thakurpukur now Haridevpur,Kolkata-700104 District- South 24 Parganas, from the vendor as mentioned in the **"SECOND SCHEDULE"** below inclusive of common passages, leads to the Residential Area including proportionate share of land hereinafter referred to as **"the UNIT"** in the building for a total consideration of Rs.-----/- (Rupees Forty Three Lacs) only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the same and in consideration of the sum of Rs. -----/- (Rupees ----- Lacs) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Owners/Vendors in the manner stated in the Memo of Consideration appended below (the receipt whereof Owners/Vendors do hereby admit and acknowledge and form the payment of the same and every part thereof forever discharge the Purchaser) the Owners/Vendors do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT undivided proportionate impartible share of land comprised in Dag No. 761/858, L.R. Khatian No. 7114 of Mouza Joka, J.L. No. previous 21 now 121 P.S. - previous Thakurpukur now Haridevpur, District 24 parganas (South), Subregistered in B.L. & L.R.O. on 29/11/2023 District - 24 Parganas (South) being the entirety of such land and premises more fully described in the FIRST SCHEDULE hereunder written and attributable to the said ----- Floor(-- ----- side) , measuring more or less ----- Sq. ft Super Build Up Area,

(consisting of ----- Bedroom, --- Toilet, --- Varandah,---- Kitchen Cum Dining) as well as release, transfer, assign and assured unto the Purchaser the said Flat on ---- Floor (----- side) , in the Dag No. 761/858, L.R. Khatian No. 7114 of Mouza Joka, J.L. No. previous 21 now 121 P.S. - previous Thakurpukur now Haridevpur, District 24 parganas (South), Subregistered in B.L. & L.R.O. on 29/11/2023 District - 24 Parganas (South) as delineated in the MAP/PLAN annexed hereto and thereon colour in RED border and morefully and particularly described in the SECOND SCHEDULE hereunder written TOGETHER WITH the right of common areas and common facilities with the Vendors and/or other Co-Purchaser having or acquiring similar right to enjoy and possess all common roads, ways, paths, stair cases, roof, right or egress and ingress, pumps, septic tank, landings, drains and water courses TO HAVE AND TO HOLD the same absolutely in manner aforesaid forever free from all encumbrances, charges, trusts, liens, claims, mortgages, debts, lispens, requisitions, acquisitions, liabilities and demands whatsoever of the property thus purchased by the purchasers and the description the said Flat on----- Floor measuring more or less ----- sq. ft. Carpet Area, as being set forth in the SECOND SCHEDULE hereunder written and the purchaser shall have the right to own, use, and occupy and enjoy absolutely and forever the said Flat on ----- Floor(----- side) measuring more or less ----- Sq. ft Carpet Area of the said building, by the purchaser exclusively for themselves and their respective heirs, executors, administrators, representatives and assigns and the common parts in common with the vendors and other Co-owners/ purchaser of the said common parts being described and mentioned in the THIRD SCHEDULE hereunder written BUT SUBJECT TO and governed by such rights, covenants, stipulations, and conditions including those for payment of common expenses and obligations AND subject to the purchaser paying and discharging panchayat taxes and impositions for the said Flat ----- Floor(----- side) measuring more or less ----- Sq. ft Carpet Area of the said building and the common expenses as are mentioned in the FOURTH SCHEDULE hereunder written proportionately and all other outgoings in connection with the said Flat on the -----Floor(----- side) measuring more or less -----Sq. ft Carpet Area of the said building and for the said common areas proportionately AND SUBJECT TO the

easements, quasi-easements and other stipulations and provisions and/ or restrictions more-fully described in the FIFTH SCHEDULE hereunder written TOGETHER WITH ALL benefits and advantages of ancient and other title, rights, liberties, easement, privileges, appendages and appurtenances whatsoever to the said Flat the said Flat on ----- Floor(----- side) measuring more or less ----- -Sq. ft Carpet Area together with undivided proportionate impartibly share of land in the said premises together with of the said building and/or any part thereof belonging or otherwise appertaining to or with the same or any part thereof and all the reversion and reversions, remainder and reminders and rents issues and profit thereof and every part thereof AND FURTHER THAT the aforesaid purchaser have had taken possession of the demised flat as mentioned in the SECOND SCHEDULE hereunder written and accepted the same and executing these presents being a party hereto.

AND FURTHER THE OWNER/VENDOR DO COVENANT WITH THE PURCHASER/S AS FOLLOWS:

1. The Purchaser/s shall be entitled to all rights, easements, quasi easement, appendages and appurtenances, whatsoever, belonging or in any way appertaining to the said Residential flat of the said building.
2. The Purchaser/s shall use the above mentioned flat for Residential purpose only and no other purposes.
3. So long the said Residential flat shall not be separately assessed the said Purchaser/s shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the Purchaser/s whichever date is earlier the proportionate share of Municipal taxes as per apportionment to the extent of the Flat made by the owner/vendor and he will also pay the proportionate tax to the State Government if any proportionately as apportioned by the said vendor only to the extent of the Purchaser/s for the Residential Flat.
4. The Purchaser/s shall pay all taxes, building maintenance, rates impositions and other outgoings in respect of the said Residential flat proportionately as may be imposed by The Kolkata Municipal Corporation and/or the Central or State

Government and shall also pay all such betterment fees or development charges or any other taxes or payment of similar nature.

5. The Purchaser/s shall maintain the said Residential flat situated in the ----- floor of the building at his own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both Central and State, The Kolkata Municipal Corporation and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, By-laws framed by the Association of Flat Owners to be formed for the protection of the building and all the flat Owners including the Purchaser/s shall be responsible for all violations of any conditions, laws, Bye-laws, Rules and Regulations of the association to be formed by the flat owners including the Purchaser/s herein.

6. The said Purchaser/s shall not make such construction or structural alteration of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.

7. The Purchaser/s shall have full right and authority to sell, transfer, convey and mortgage, his Residential flat and/or his possession or dispose of his Residential flat and/or his possession or to assign let out or part with his interest possession benefit of his Residential flat or any part thereof provided that the transferee shall agree in writing to observe and perform the covenants herein contained and the rules and Bye-laws relating to the said building to be formed by the Association.

8. Pending K.M.C. Tax for the ----- floor of the Building will be paid by the Seller.

AND FURTHERMORE that the vendor/owner and all his heirs, executors and administrators, representatives shall at all times hereinafter indemnify and keep indemnified the Purchaser/s and his heirs and executors, administrators and assigns, against loss, damages, costs, charges, expenses, if it is suffered by reasons of any defect in the title of the Purchaser/s by the vendor/Owner or any breach of the covenants hereafter contained. Simultaneously, the execution and registration of the conveyance of the said Residential flat the vendor shall hand over the Purchaser/s the necessary photocopies of document such as The

Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds and papers etc. for perfection of the purchaser's title.

FIRST SCHEDULE ABOVE REFERRED TO

(Premises No - 208, Dimond Park P.S – Previous Thakurpukur now Haridevpur, under ward No144 Kolkata-700104,)

All that piece or parcel of vacant land measuring measuring 4 (Four) cottah comprised in Dag No. 761/858, L.R. Khatian No. 7114 of Mouza Joka, J.L. No. previous 21 now 121. Police Station previous Thakurpukur now Haridevpur, In the District of 24 Parganas, by registered in B.L. & L.R.O. on 29/11/2023, mutated in Bastu Land and mutated her name under KMC and said property known and numbered as Premises No 208, Diamond Park. Ward No-144. Assessee no 711440515592, Kolkata700104 butted and bounded in the following manner:

ON THE NORTH : Plot No 154

ON THE SOUTH : Plot No 156

ON THE EAST : 40 ft wide common road

ON THE WEST: Common Road.

OR HOWEVER OTHERWISE the same may be butted and bounded and known numbered called described and/or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said Unit)

All that the Flat on the ----- Floor(----- side) measuring more or less ----Sq. ft (consisting of -- Bedroom, --- Toilet, --- Varandah,----- Kitchen cum Dining) of Carpet Area, be the same a little more or less with the right to egress and ingress together with proportionate undivided share or interest comprised in the said premises attributable pro-rata to the said Flat on the ----- Floor (----- side) on the said residential building, situate and lying at 208 Dimond Park, Police Station – Previous Thakurpukur now Haridevpur, District - 24 Parganas (South).

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common portions and facilites)

1. The space within the building comprises of the main entrance in the ground floor.
2. The foundation column, beams, supports, main walls of the building and the staircases.
3. The installation for common services such as the drainage systems in the premises, water supply arrangement , the pumps and motors thereof in the premises and electric connection with installations of common meters, and fittings.
4. Reservoir on the roof of the top floor of the building pump, motor, pipes and all other apparatus and installations in the premises for common use.
5. Septic tanks, pits and sewerage lines thereto connected.
6. Such other common parts areas , equipments, installation ,fixtures ,fittings and spaces in or about the said building as are necessary for use and occupancy of the Units in the common and as are specified by the Vendors expressly to be the common parts after construction of the building
7. Staircase and landing on all floors.

8. All the Owners shall be entitled to use ultimate roof of the building at all time.
9. Water connection .
10. Electrical wiring, meters and electrical installations and fittings excluding those as are installed for any particular Unit.
11. Water pump, water tank, water pipes and other common plumbing installation.
12. Boundary walls and main gates.
13. Drainage and sewerage.
14. Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses towards proportionate area of ownership)

1. All charges and deposit for salary of the darwans or security guard, sweeper and other incidental costs like maintenance of lift, pump etc. and electricity charges for the common area maintenance.
2. The Kolkata Municipal Corporation taxes and other outgoings save those as are separately assessed on the respective unit.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. TITLE & CONSTRUCTION:-

The Purchaser/s has examined the plans, the Deeds of the Vendor of the premises and the facilities fittings and fixtures as has been provided in the building including the said Residential flat has fully satisfied with regard thereto and the nature, scope and extent of the benefits, rights and interest provided to the Purchasers and shall not make any claim or demand whatsoever against the Vendor and/or put any requisition concerning the nature, scope and extent thereof.

2. TRANSFER AND DISMEMBERMENT:-

i) The properties and the right hereby conveyed to the Purchaser/s for the Residential flat shall be one and shall not be partitioned or dismembered in any manner save and except with the consent of the co-owners.

ii) In case of any transfer: If the Purchaser/s diverse ownership of the said Residential flat then such transfer shall be accompanied by the transfer of all shares of interest that the Purchaser/s may have in the building and such transfer shall be subject to the condition that the transferee shall abide by all its obligations and pay all amounts payable of and by the Purchaser/s hereunder and such transferee may have hereunder. Moreover any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.

3. MUTATION, TAXES AND IMPOSITIONS: -

i) The Purchaser/s shall apply for and have the said Residential flat separately assessed for the purpose of assessment of municipal rates and taxes in so far as the same are allowable in law and shall also apply for mutation in his name as Purchaser/s and/or Co-owner in the relevant Municipal and other records .

ii) Besides the amount of such Municipal rates taxes and impositions the Purchaser/s shall also bear and pay all other taxes and impositions in respect of the building proportionately and/or the said Residential wholly.

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

SIGNED AND DELIVERED

at Kolkata in presence of

WITNESSES:

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted By:

Advocate
Alipore Police Court
Kolkata – 700027.

MEMO OF CONSIDERATION

Received from the abovementioned purchaser/s the abovementioned sum of Rs.- -----

-----/- (----- Lacs) only, in the following manner:-

SL. No.	Cheque No.	Date	Bank	Branch	Amount
1.					
2.					
3.					
TOTAL:					00,00,000/-

(Rupees ----- Lac) Only

**IN PRESENCE OF
WITNESSES: -**

1.

SIGNATURE OF THE DEVELOPER

2.