

## **DEED OF CONVEYANCE**

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

### **BETWEEN**

**SMT. SARALA BALA NASKAR ALIAS SARALA NASKAR.** (PAN BOBPN7804H) (Aadhaar-5904 8428 1380), wife of Late Heman Chandra Naskar Alias Hemchandra Naskar and daughter of Late Bhusan Chandra Naskar, by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 35, Garfa Main Road, Haltu, Post Office Haltu, Police Station Kasba, Kolkata 700078, hereinafter called and referred to as the "LAND OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators, legal representatives, assignee and/or assigns) of the ONE PART

AND

**M/S. B.R. REALESTATE**, a Proprietorship Firm, having its office at C/23, Raj Danga School Road, Post Office E.K.T.P., Police Station -Kasba, Kolkata 700107, represented by its sole Proprietor namely SRI BABLU MONDAL (PAN BNTPM1607C) (Aadhaar 5610 9760 5203), son of Sundar Mondal, by faith Hindu, by occupation-Business, by Nationality Indian, residing at C/23, Raj Danga School Road, Post Office E.K.T.P., Police Station Kasba, Kolkata-700107, hereinafter called and referred as to the "DEVELOPER" (which term or-3-expression shall unless excluded by or repugnant to the context to be deemed to mean and included its heirs, executors, successors, successors-in-office, administrators, legal representatives and/or assigns) 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 Bala Dasi (since deceased) was the recorded owner and well sufficiently entitled of landed property, lying and situated at Mouza Kasba, J.L. No. 13, Pargana Kalikata, R.S. No. 233, District Collectorate Touzi No. 145, comprised in R.S. Dag No. 3249, appertaining to R.S. Khatian No. 671, within the limits of Tollygunge Municipality, then Corporation of Calcutta, thereafter Calcutta Municipal Corporation now the Kolkata Municipal Corporation, under Police Station Tollygunge then Jadavpur now Kasba, in the District 24 Parganas now District South 24 Parganas and enjoying the absolute right, title and interest, free from all sorts of encumbrances.

AND WHEREAS while having seized and possessed the aforesaid landed property, the said Bala Dasi died intestate leaving behind her legal heirs and successors namely Bhusan Chandra Naskar, Dulal Chandra Naskar, Upendra Chandra Naskar, Malti Mandal and Sarala Bala Naskar, as her legal heirs and successor who jointly inherited the aforesaid landed property as Hindu Succession Act.

AND WHEREAS the aforesaid Bhusan Chandra Naskar, Dulal Chandra Naskar, Upendra Chandra Naskar, Malti Mandal and Sarala Bala Naskar, as Co-sharers in respect of the landed property, decided that in the long run the Co-owners or their heirs and successors may feel inconvenient and any disputes and differences of opinion in the matter of management may arise amongst themselves in respect of the said property and the parties in consultation with their own relations, well wishers and friends, agreed among themselves to partition and divide the aforesaid property amicably keeping their respective possession in tact as far as practicable and the partition is made on the basis of agreed settlement regarding valuation and allotment accepted agreed and approached by the parties.

AND WHEREAS accordingly the said Bhusan Chandra Naskar, Dulal Chandra Naskar, Upendra Chandra Naskar, Malti Mandal and Sarala Bala Naskar, jointly entered into a registered Partition Deed, wherein the said Smt. Sarala Bala Naskar has been allotted a plot of land measuring an area of 04 Cottahs, 13 Chittacks & 00 Square Feet more or less, along with tile shed structure thereon, lying and situated at Mouza Kasba, J.L. No. 13, Pargana Kalikata, R.S. No. 233, District Collectorate Touzi No. 145, comprised in R.S. Dag No. 3249, appertaining to R.S. Khatian No. 671, within the limits of Tollygunge Municipality, then Corporation of Calcutta, thereafter Calcutta Municipal Corporation now the Kolkata Municipal Corporation, under Police Station Tollygunge then Jadavpur now Kasba, in the District 24 Parganas now District South 24 Parganas, along with all rights of easements and appurtenances civil amenities and facilities in the said land, which was duly registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 128, Being No. 6219, for the year 1963.

AND WHEREAS by virtue of aforesaid Deed of Partition the said Smt. Sarala Bala Naskar (the Land Owner herein) became the absolute sole owner of ALL THAT piece and parcel of land measuring an area of 04 Cottahs, 13 Chittacks & 00 Square Feet more or less, along with tile shed structure thereon, lying and situated at Mouza - Kasba, J.L. No. 13, Pargana Kalikata, R.S. No. 233, District Collectorate Touzi No. 145, comprised in R.S. Dag No. 3249, appertaining to R.S. Khatian No. 671, within the limits of Tollygunge Municipality, then Corporation of Calcutta, thereafter Calcutta Municipal Corporation now the Kolkata Municipal Corporation, under Police Station Tollygunge then Jadavpur now Kasba, in the District 24 Parganas now District South 24 Parganas, along with all rights of easements and appurtenances civil amenities and facilities in the said land, 30553 hereinafter for the sake of brevity referred to as the "said Property" and enjoying the absolute right, title, interest and possessed over the said property, free from all sorts of encumbrances, liens, charges etc.

AND WHEREAS while having seized and possessed the aforesaid property, the said Smt. Sarala Bala Naskar (the Land Owner herein) therein mutated her name in the assessment records of the Kolkata Municipal Corporation as absolute sole Owner in respect of the said property, subsequently the said concerned authority have

assessed her name in the assessment book and renumbered as K.M.C. Premises No. 57, Rajdanga School Road, under Ward No. 107, Police Station Garfa, Kolkata 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 Parganas and paying the relevant rates and taxes under Assessee No. 311071900579 to the concerned authority regularly, hereinafter for the sake of brevity referred to as the "said Premises" and enjoying the absolute right, title, interest and possessed over the said premises, free from all sorts of encumbrances, liens, charges etc.

AND WHEREAS thus the said Smt. Sarala Bala Naskar (the Land Owner herein) thereto became the absolute sole Owner of ALL THAT piece and parcel of Bastu land measuring 04 Cottahs, 13 Chittacks and 00 Square Feet be the same a little more or less, together with brick wall tile shed structure measuring about 200 Square Feet, lying and situated at Mouza Kasba, J.L. No. 13, Pargana Kalikata, R.S. No. 233, District Collectorate Touzi No. 145, comprised in R.S. Dag No. 3249, appertaining to R.S. Khatian No. 671, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 57. Rajdanga School Road, under Ward No. 107, Police Station Garfa, Kolkata 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 Parganas, together with all easement right thereto and enjoying the absolute right, title and interest over the said property, without any kind of hindrance, objection, obstruction, lispendens, trusts, mortgage, claim and/or demand whatsoever or howsoever from any corner, more fully and particularly described in the FIRST SCHEDULE hereunder written, free from all sorts of encumbrances, liens, charges, attachment, liabilities etc.

AND WHEREAS the said Land Owner herein, being desirous to construct an Ownership Flat system building but having no such expertise for construction of any building and for that she had decided to develop her said property through a competent Developer, who has enough credential in the area of development, who have sufficient resources to do so and coming to know the intention of the said Land Owner herein, the Developer herein have proposed to appoint him as Developer for such construction of the said proposed G+3 storied residential building. And the said Land Owner has authorized to the Developer namely M/S. B.R. REALSTATE, a Proprietorship Firm, represented by its sole Proprietor namely SRI BABLU MONDAL, son of Sundar Mondal, as her Lawful Representative to

construct the same as per sanction building plan from the Kolkata Municipal Corporation.

AND WHEREAS the said Land Owner, also declared hereby that the said property is free from all encumbrances, charges, liens, lispendents, claims demands, trust acquisition or requisition or whatsoever and have full marketable right, title and interest on the aforesaid land described in the FIRST SCHEDULE property and if any false statement given by the said Land Owner and the said Developer may suffer in any steps relating to the construction of proposed G+3 storied residential building on the said property, the Developer will get all damages, compensations or any loss or whatsoever in connection to the Development of New Building including otherwise from the said Land Owner, if it is found that before the execution of this agreement.

AND WHEREAS the said Developer after having full discussion with the said Land Owner, regarding the terms and conditions upon which the Development of the said property can be undertaken, have agreed to develop the said property by construction of the proposed G+3 storied residential building at Mouza Kasba, J.L. No. 13, Pargana Kalikata, R.S. No. 233, District Collectorate Touzi No. 145, comprised in R.S. Dag No. 3249, appertaining to R.S. Khatian No. 671, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 57, Rajdanga School Road, under Ward No. 107, Police Station Garfa, Kolkata 700078, within the jurisdiction of District Sub-Registrar at Alipore, in the District South 24 Parganas, more fully and particularly described and mentioned in the FIRST SCHEDULE hereafter written.

AND WHEREAS upon consideration of the above referred proposal of the Land Owner and the Developer, after being verifying all documents and proper relating to the subject had agreed to develop the aforesaid property subject to the terms and conditions under as amended up-to date.

AND WHEREAS the parties are desirous of recording the said terms and conditions and stipulation in writing such as to avoid future complication and/or litigation, if any..

**AND WHEREAS** it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said premises in the manner as has been agreed upon by and between the parties hereto and as hereinafter provided.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the consideration of the said total sum of Rs. ..../- (Rupees ..... ) only, 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 here by 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, lispences, 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**

(Description of the Land owned by Owner)

ALL THAT piece and parcel of Bastu land measuring 04 Cottahs, 13 Chittacks and 00 Square Feet be the same a little more or less. together with brick wall tile shed structure measuring about 200 Square Feet, lying and situated at Mouza Kasba, J.L. No. 13, Pargana Kalikata, R.S. No. 233, District Collectorate Touzi No. 145, comprised in R.S. Dag No. 3249, appertaining to R.S. Khatian No. 671, within the limits of the Kolkata Municipal Corporation, at and being K.M.C. Premises No. 57, Rajdanga School Road, under Ward No. 107, Police Station Kasba, Kolkata 700078, within the jurisdiction of District, Sub-Registrar at Alipore, in the District South 24 Parganas, having Assessee No. 311071900579, together with all easement and/or quasi-easement right thereto, which is butted and bounded on the said Premises in the following manner:-

ON THE NORTH :Other's Property;

ON THE SOUTH :10' Feet Wide K.M.C. Road;

ON THE EAST :12' Feet Wide K.M.C. Road;

ON THE WEST: Land of Dag No. 9203.

**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.

2.

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**SIGNATURE OF THE**

**OWNER/DEVELOPER**