

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of _____, Two Thousand Twenty Six (2026).

BETWEEN

(1) **SRI SHYAMAL KUMAR GHOSH** (2) **BITU GHOSH** (3) **SMT. NUPUR GHOSH** (4) **SHUVANKAR GHOSH, MINOR** (5) **MS. TUMPA GHOSH** age 16 years, 3 to 5 are wife, son and daughter of Late Tutu Kumar Ghosh son of Late Bhoot Nath Ghosh No. 4 & 5 represented by their .natural guardian and mother Smt Nupur Ghosh (6) **SMT. CHAMPA GHOSH**, wife of Sri Ratan Ghosh daughter of Late Bhoot Nath Ghosh, all are by faith Hindu, by occupation Land Holder, residing at of No. 13/2, Seals Garden Lane, P.S. Cossipore, Kolkata - 700002, hereinafter jointly referred to as the **“VENDORS/LANDOWNERS”**. where owner’s represented by her Constituted Power of Attorney, **SRI. SATYABRATA CHOWDHURY**, appointed by a Power of Attorney dated 28th June, 2013 registered at the office of A.R.A.- III, Kolkata, recorded in Book No. IV, Volume No. 7, Pages from 4269 to 4287, Deed No. 04504, for the year 2013. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the **“FIRST PART”**.

AND

SRI. SATYABRATA CHOWDHURY, (PAN: ACOPC9869M) (Aadhar No. 3977 6938 5369), Son of Late Sailendra Krishna Chowdhury, by Faith - Hindu, by Nationality - Indian, by Occupation - Business having registered office at – 106C, Raja Dinendra Street, Kolkata - 700004, Police Station- Burtolla, Post Office - Beadon Street, hereinafter jointly referred to as the **“DEVELOPER”**. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the **“SECOND PART”**.

AND

SRI. _____, (PAN: _____) (Aadhar No. _____),
 Son of _____, by Faith - Hindu, by Nationality - Indian, by
 Occupation - _____, residing at No. _____,
 _____, Police Station - _____, Post Office - _____,
 Kolkata - _____, hereinafter called and referred to as the **“PURCHASER”**.
 (which term or expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the **"THIRD PART"**.

WHEREAS by an Indenture of partition dated 17th day of March, 1982 made between Sri. Bibhuti Bhusan Ghose, son of Dina Nath Ghose deceased of 35/B, Simla Road, Calcutta therein referred to as the **FIRST PART** and **(1) SMT. ILA GHOSE (2) SHYAMAL GHOSH (3) TAPAN GHOSH (4) RATAN GHOSH (5) TUTU GHOSH (6) BITU GHOSH and (7) KUMARI CHAMPA GHOSH** all are widow sons and daughter of Bhoot Nath Ghose son of Dinanath Ghose deceased of 35/B, Simla Road, P.S. Maniktala, Kolkata -700006 of the Second part therein by which the parties thereto have partitioned their joint properties that the First Part Bibhuti Bhusan Ghose became the absolute owner of the premises No. 35/B, Simla Road, P.S. Maniktala , Kolkata -700006 and the Second Part Smt. Ila Ghose and others became the absolute owner of Premises 36-C, Simla Road and the said Deed of partition was duly registered in the office of Sub-Registrar Sealdah in Book No. I , Volume no. 3, pages 270 to 279 being No.132 for the year 1983.

AND WHEREAS said Ila Ghose died intestate in the year 1993 and one Son Tapan Ghosh died intested as bachelor without any issue on 26th November, 2008 and another son Ratan Ghose died intestated 03.09.2001 as bachelor without issue and other Son Tutu Ghosh died intestate on 26th December , 2008 leaving behind his wife Sm. Nupur Ghosh, one son Shuvankar Ghosh and one daughter Ms. Tumpa Ghosh as his heirs and legal successor of respective share in respect of the said property;

AND WHEREAS the owners, herein became the absolute owner in their respective shares of the said property fully tenanted being No. 36-C, Simla Road, Kolkata as more fully ad particularly described in the schedule written hereunder with tenants schedule and hereinafter called the said property.

Thereafter, they jointly inherited the said property and became the joint and absolute owners of the said premises under the Hindu Succession Act, 1956.

Thereafter, the said joint owners mutated their names in the records of Kolkata Municipal Corporation and they have paid the Municipal Tax up to 2025-2026.

Thereafter, they jointly decided to develop the said land and they engaged a Developer, SRI. SATYABRATA CHOWDHURY and said Nupur Ghosh, Subhankar Ghosh, Tumpa Ghosh, Shyamal Ghosh, Bitu Ghosh and Champa Ghosh entered into a Development Agreement dated 31st MAY, 2013 registered at the office of A.R.A. - I, Kolkata, recorded in Book No. I, Volume No. 11, Pages from 225 to 262, Deed No. 05387, for the year 2013, upon the terms and conditions mentioned therein.

Thereafter, said Nupur Ghosh, Subhankar Ghosh, Tumpa Ghosh, Shyamal Ghosh, Bitu Ghosh and Champa Ghosh executed a Power of Attorney dated 28th June, 2013, registered at the office of A.R.A - III, Kolkata, recorded in Book No. IV, Volume No. 7, Pages from 4269 to 4287, Deed Being No. 04504, for the year 2013, in favour of Sri. Satyabrata Chowdhury.

Thereafter, they got the building plan sanctioned for construction of G+4 (four) storied residential building on the said land by Kolkata Municipal Corporation on 09/12/2024 valid up to 08/12/2029 vide permit no. 2024020033.

That the construction work of the said G+4(four) storied residential building started by the Developer, the Purchaser herein approached the Landowners/Developer to sell and the Landowners/Developer has agreed to sell and the Purchaser has agreed to purchase subject to the said proposal to sell **ALL THAT** piece and parcel of one self-contained residential flat measuring about _____sq. ft. super built up area more or less (Tiles flooring) consisting of 2 Bedrooms, 1 Kitchen, 1 Dining, 1 Bathroom and 1 Balcony with all civic amenities and facilities available in the said proposed building at the _____**side** on the _____ floor, **Flat No.** _____, of the building mentioned in the Second Schedule below together with proportionate share of land and right to use stair, stair case, water reservoir, overhead tank ingress, egress in the building and other common rights and facilities of the land more fully described in the First Schedule hereunder Rate Rs. _____/- per sq. ft. at or for the total consideration of

Rs. _____/- (Rupees _____) only,

free from all encumbrances, charges and liens whatsoever.

AND WHEREAS said Nupur Ghosh, Subhankar Ghosh, Tumpa Ghosh, Shyamal Ghosh, Bitu Ghosh and Champa Ghosh duly applied their names for mutation before the competent Authority Kolkata Municipal Corporation and cleared all outstanding rates and taxes and have been started said building as per sanctioned Building plan ;

AND WHEREAS the Vendors herein agreed to sale and the purchasers herein agreed to purchase a residential flat on _____ floor Flat No. _____, at **“GOURI RESIDENCY”** admeasuring an area of _____ sq. ft. Super built up area more or less as more fully and particularly described in the schedule ‘B’ hereunder written and using of the referred to as the **“SAID FLAT”**.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rs. _____/- (Rupees _____) only the lawful money of the Govt. Of India paid by the purchaser to the vendors/Developers herein the receipt whereof the vendors doth hereby acknowledge and of and from the same and every part thereof forever, acquit, release and discharge unto the Purchasers by these presents, the Vendors/Developers do hereby grant, transfer and convey unto the purchasers the property the said Residential flat consisting of 2 Bedrooms, 1 Dining cum living space, 1 Kitchen, 1 Bathrooms and 1 Balcony’s of the _____ side, Flat No. _____ on _____ floor measuring about _____ Sq. ft. super built up area more or less of the land situated lying at – 36C, Simla Road, Kolkata – 700006, under Kolkata Municipal Corporation, post office - Beadon Street, Police Station – Manicktala, within the jurisdiction of Kolkata Municipal Corporation, Ward No – 15, described in the schedule “B” below and delineated in the map or plan annexed hereto and bordered with **“RED”**

AND the vendors and doth hereby further covenant with the purchasers that the purchasers shall quietly and peacefully hold, possess, occupy and enjoy the said flat and together with proportionate share in the Land as fully

described in the schedule "B" herein written without any let, hindrance, demand, charges, interruption or eviction claim or demand by the vendors or any other person or persons lawfully or equitably claiming through under or in trust for the Vendors **AND** that the purchasers doth hereby covenant and agree with the vendors that they shall abide by the rules and regulations if any at the said Premises and that they agree and undertake to pay and discharge all contribution and dues in respect of enjoyment of the said property and abide by the all the terms and conditions contained in the said Third and Fourth Schedule hereunder written and shall be binding on the Purchasers in respect of **ALL THAT** one self contained residential Tiles flooring flat at **"GOURI RESIDENCY"** consisting of 2 Bedrooms, 1 Dining Cum living space, 1 Kitchen, 1 Bathrooms and 1 Balcony of the _____ side, Flat No. _____ on _____ floor measuring about _____ sq. ft. super built up area more or less along with common facilities together with proportionate share of the Land situated lying at – 36C, Simla Road, Kolkata – 700006, Post office – Beadon Street, Police Station – Manicktala, within the jurisdiction of Kolkata Municipal Corporation, Ward No – 15, together with proportionate share of the Land underneath the said fully mentioned and described in the Schedule "B" hereunder written **AND** the purchasers henceforth shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed without the consent of the Vendors or any person **TOGETHER WITH** all other erections structures way, paths, passages, wall, compounds, yards, advantages, appendages and appurtenances thereto whatsoever to the said land hereditaments, messuages and premises belonging to or in any way appertaining or reputed or known to be part or parcel or held used or enjoyed or occupied thereof or appurtenant thereto and the reversion or reversions remainder or remainders, rents, issues, and profits of the same and every part thereof **AND ALL THE ESTATE** right, title, interest, property, claim and demand whatsoever of the vendors upon the said Flat **TO HAVE AND TO HOLD** the said flat on the _____ floor hereinbefore expressed to be hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be with all right, members, benefits and

easements and appurtenants thereto unto and to the use of the purchasers absolutely and forever free from all encumbrances, attachments, liens and lispendense whatsoever and the vendors are lawfully and absolutely seized and possessed of the said property hereby sold, granted and conveyed as aforesaid as and for an absolute estate of inheritance forever **AND THAT** notwithstanding anything to the contrary hereto done or suffered by them the vendors/Developers have now good right, full power and absolute authority to grant and convey the same unto the purchasers in the manners aforesaid **AND THAT** the purchasers shall or may at all times hereafter peaceably and quietly possess and enjoy the same and every part thereof and receive and realise the rents, issues and profits of the same without any eviction, interruption, claim or demand whatsoever from or by the vendors or any persons claiming lawfully or equitably through under or in trust **AND THAT** free and clear and freely and clearly and absolutely acquitted, exonerate and released or otherwise by and at the cost and expenses of the vendors/Developers will and sufficiently indemnified of and from and against all and all manner of estate, claim, charges, liens, debts, attachments, lispendense and encumbrances whatsoever created made, done, occasioned or suffered by the vendors or by any person or persons claiming as aforesaid **AND** the vendors/Developers doth hereby further covenant with the purchaser that the vendors through under or in trust for the vendors shall and will from time to time and at all times hereafter at the request and cost of the purchasers do or execute or cause to be done or execute all such acts, deeds, matters and things whatsoever for better and more perfectly assuring the said premises flat and hereby sold, granted and conveyed or intended so to be unto the purchasers in manner aforesaid as shall or may be reasonably required.

AND THE VENDORS DOTH HEREBY COVENANTS WITH THE PURCHASERS as follows :-

- a) The Vendors/Developers shall have full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchasers the said flat along with the said proportionate share of

land and common area and facilities together with the above-mentioned rights in the manner aforesaid.

- b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to hold use, possess and enjoy the said flat together with the said proportionate share of land and enjoy the common areas and facilities with the said Flat and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendors and any person claiming under them/freed and cleared from and against all manner of encumbrances, trust, liens lispendences and attachments whatsoever save only those as are herein above expressly storied and/or are specified in this Agreement.
- c) The Vendors/Developers herein shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said flat and the said proportionate share together with the rights hereby granted unto the Purchasers and in the manner aforesaid.
- d) The said flat and the said proportionate share in land and rights hereby transferred are free from all encumbrances, attachments, liens, lispendence whatsoever made or any person or persons lawfully and equitably claiming as aforesaid.
- e) The Vendors/Developers herein shall not do anything or make any transfer, whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the Purchasers as Co-owners of the building hereunder from the other Co-owners.
- f) The Vendors/Developers herein shall duly fulfill and perform all its obligations and covenants elsewhere herein expressly contained to complete and transfer of the said flat unto the Purchasers.

THE PURCHASERS DOTH HEREBY DECLARE AND COVENANT WITH THE VENDORS as follows :-

1. The Purchasers shall observe, fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said flat wholly and common expenses proportionately and all other outgoings in connection with the said flat wholly and the said building proportionately from and after the date of this sale as mentioned in the **FOURTH SCHEDULE** hereunder written.
2. The Purchasers after receive possession of the said Flat, they will not raise any other or further claim for the same.
3. In addition to the consideration mentioned as aforesaid the Purchaser shall pay further cost for arrangement of separate Electricity Meter, excluding the amount of Security Deposit bill.

THE PURCHASERS agrees and undertakes :-

- a) To co-operate in the management and maintenance of the common parts and facilities of the said building and formation of an Association of the Flat Owners for the said purpose, if so, required by all other owners.
- b) To apply for and have the said flat separately assessed for the purpose of assessment of municipal rates and taxes at the cost and expenses of the Purchasers **Provided** the Vendors shall co-operate and assist the Purchaser in all possible manners to get their names mutated.
- c) To bear and pay proportionate share of rates and taxes till the said flat is not separately assessed and/or mutated in their names.
- d) To observe for the time being the Rules framed by the other Owners of the building upon its formation by the Association including those mentioned in the Schedule hereunder written for quite peaceful and beneficial use and enjoyment of the said flat and/or common parts for properly maintained.
- e) To allow their workmen to enter into the said flat for carrying out the works required for the common purpose to protect the building against and damage.
- f) To pay regularly and punctually water and electricity charges, all outgoings and the rates and/or in respect of common portion of the said building proportionately and for the said flat wholly.

- g) The Developer has already been supplied all the relevant documents regarding title of the said property for searching the same and after satisfaction of the title of the said flat the purchaser herein agrees to purchase the said flat.
- h) If the Purchasers will desire for some extra works and inform the same in writing to the Developer, He/she will pay extra payment for such works or they can purchase all materials at their own cost and the developer will install the same with developer costs.
- i) That the owners/Developers/Vendors shall give all reasonable answer in respect of his present project to the Bank/L.I.C. and for any other authority from whom the purchaser intends to have loan to purchase the said flat.
- j) If the vendor failed to deliver the said flat in complete habitable condition within ____ months in that event the vendor will pay 10% interest to the Purchaser.
- k) That failing of any terms and conditions of this agreement either parties hereby reserved the right to sue each other for specific performance of this contract.
- l) Any dispute, differences will arise between the parties hereto that will be settle by them amicably with intervention of the common friends.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(DESCRIPTION OF PROPERTY)

ALL THAT one stories brick walled asbestos and tin shed structure measuring about 4187 square feet fully tenanted messuage tenement and hereditaments together with land there unto belonging where on or on part where of the same is erected and built containing by measurement an area of 5 (five) Cottahs, 13 (Thirteen) Chittaks and 2 (two) sq. ft, more or less situate lying at and being Premises no. 36C, Simla Road, Kolkata - 700006, Police Station - Manicktala, Post office – Beadon Street, within the Municipal Limits of the town of Kolkata K.M.C. Ward no. 15, comprised in Holding Nos. 100, 101, 310, 98 and 6, Division No. 2, Sub - Division No. 14, in respect of the said holding and Annual Revenue of Rs. 19.01 is made payable to Alipore Collectorate, Police Station - Manicktala, Sub - Registration Office - Sealdah in District 24-Parganas and the same is butted and bounded in the manner as follows :-

ON THE NORTH : By premises No. 36/1/A, Simla Road, Kolkata.

ON THE SOUTH : By Common passage.

ON THE EAST : By premises No. 36/B, Simla Road, Kolkata.

ON THE WEST : By Simla Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(FLAT HEREBY SOLD)

ALL THAT one self contained residential being Flat No. _____, on the _____ Floor _____ portion _____ **side** of the building measuring carpet area _____sq. ft. more or less equivalent to super built up area _____ sq. ft. a little more or less **(Tiles Flooring)** consisting of 2 (two) bed rooms, 1 (one) dining, 1 (one) bath and privy, 1 (one) kitchen, and 1 (one) Balcony **TOGETHER WITH** proportionate share of land more fully described in the First Schedule hereunder written together with right to use stair, common areas, Lift Facilities and amenities more fully described in the Third Schedule hereunder written subject to payment of common expenses which is more fully described in the Fourth Schedule hereunder written lying and situated at Premises No. 36C, Simla Road, P.O. – Beadon Street, P.S. - Manicktala, Kolkata - 700 006, under Kolkata Municipal Corporation in Ward No. 15, A map or plan annexed herewith and marked border **“RED”**.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Common areas & facilities provided herein)

1. Boundary walls and main gate of the complex rain water pipes.
2. Stair case and stairs and landings on all floors.
3. Grill windows on the stair cases and landings, beams, pillars.
4. Common passage on the ground floor, roads for ingress to and egress from the main gate, beams, pillars.
5. Pump electrical panels, wirings, switches, plugs meter boards etc. and all electrical installations in common portion used as common.
6. Drains and Sewers, pits, safety tanks.

7. Underground water reservoir if any, overhead water tank, water pipes and other common plumbing installations.
8. Lift machine and Lift Room.
9. And other common facilities admissible under the laws.
10. Common toilets.
11. Such other common parts, areas, equipment's, installation fixtures fittings and spaces in or about the said building necessary for passage to other owners and occupiers of the building in common which will be specified by the Vendors or the Associations expressly to be the common parts.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Proportionate common expenses)

1. The Association should create a Fund taking adhoc subscription from the flat owners etc., for future repair, maintenance and construction in future if required (outside) etc. All the owners of the building should pay proportionate share to the fund which should be separately invested by the Association.
2. The costs and expenses for maintaining, repairing and redecorating of the main structure of the building.
3. The cost of cleaning and lighting the main entrances, passages, landings, staircase and other parts of the said building so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining space in good, repairable condition and clean.
4. The costs of painting, repairing, decorating, redecorating of the exterior of the said building and common portions.
5. The costs towards salaries of clerks, chowkidars, darwans, sweepers, electricians, plumbers, bills, collectors, caretaker etc. If employed by the Association for Common purpose and safety.
6. The costs charges and expenses of working and maintenance as well as repair of the outside of the building and replacement of common utilities such as water pump with meter and accessories transformer and lift for keeping working conditions.

7. Municipal Taxes and other outgoings in respect of the premises and common portion, as settled by the Association time to time.
8. Common service charges as settled by the Association from time to time should have to be collected from all the flat owners of the building within 10th in each month of English calendar according to area.
9. That the Purchaser/s shall pay @ Rs. 1/- (one) per sq. ft. as maintenance charges and the Purchaser/s also shall pay @ Rs. 11/- per unit electricity bill as per the sub-meter which is installed in the said flat, this will be applicable up to the time of their own electric meter installed, from the day of delivery of the possession till one year or till the date formation of the building committee/Flat owners Association whichever is earlier.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specification Of Construction Work)

- I. Structure :** Building designed with R.C.C. framed structure of foundation.
- II. Brick Works :** All brick works are with conventional outside wall 5" inside and outside wall 5" thick wherever thick wherever necessary.
- III. Flooring :** All floor will be of Tiles Flooring (all bed room, dining space verandah and toilet).
- IV. Kitchen :** Marble flooring cooking platform with a black stone sink stain less steel and glazed tiles of wall tiles complete up to a height of 3' - ½" ft. cooking plat form taps etc. complete with exhaust fan hole.
- V.** New Building shall be designed earth quake resistant as per ISO.
- VI.** Ground floor shall be 2 ft. above road level or as per code whichever is higher.
- VII.** Ceiling height for all floors shall be 10 feet minimum.
- VIII.** One of the toilet shall have western type fittings shall be complete with wash basin with hot & cold water connection, commode connection, exhaust fan, geyser connection etc.

- IX. Toilet :** Floor Tiles/Repol with wall dado of Glazed tiles up to 6'-0' height with standard fittings and concealed plumbing system with ½" PVC pipes with PVC door.
- X. Doors :** All door will be flash door. All frames will be good quality wood.
- XI. Window :** All windows are aluminum sliding with grill and glass fittings.
- XII. Electrical :** All wiring will be concealed with good quality material i.e. I.S.I> certified or SIS branded.
- a) Bed Rooms : One Tube light point, two light point, one fan point, one 15 amp plug point on switch board, one A.C. point.
 - b) Living/Dining : Two light points, two fan points and two 5 Amp plug point on switchboard and one 15 Amp plug point for freeze and One washing Machine point.
 - c) Kitchen : One light point, one exhaust fan point, one 15Amp plug point, one chimney point, one mixer grinder point, micro oven point.
 - d) Toilets : One light point, one geyser point.
 - e) Balcony : One light point & One Tap point.
- XIII. Water supply :** Partial underground and overhead water tank and good quality P.V.C. pipe line water with pump and motor.
- XIV. Wall painting :** Interior wall finished with plaster of putty and outside wall finish with weather coat.
- XV. Extra Work :** Any extra work other than our standard specification shall be charges extra as decided by our authorized Engineer and such amount shall have to be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brick work. Thereafter no request shall be entertained.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written :-

SIGNED AND DELIVERED by the

Within named **“VENDORS”**

in the Presence of :-

1.

SIGNATURE OF THE OWNER/VENDORS
(through their constituted attorney
Sri. Satyabrata Chowdhury)

SIGNED AND DELIVERED by the

within named **“DEVELOPER”**

In the presence of :-

1.

SIGNATURE OF THE DEVELOPER
(Sri. Satyabrata Chowdhury)

2.

SIGNATURE OF THE PURCHASER

Drafted & Prepared by me as per
Instructions of the parties,

Advocate

High Court, Calcutta,

Enrolment No.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned the sum of the total consideration money Rs. _____/- (Rupees _____) only as per Memo Below :-

M E M O

<u>DATED</u>	<u>CHQ.NO./CASH</u>	<u>BANK/BRANCH</u>	<u>AMOUNT</u>
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Total Amount -	Rs.	/-
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Total Received Rupees -		only.
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WITNESSES :-

1.

2.

SIGNATURE OF THE DEVELOPER

(Sri. Satyabrata Chowdhury)

