

DEED OF CONVEYANCE

THIS INDENTURE made this day of _____ Two Thousand and
Twenty-three (2025)

BY AND BETWEEN

SMT SUMITA ROY CHOWDHURY (PAN NO. ADDPR9527K) (Aadhaar No.- 3372 0028 4622), daughter of Late Sunil Kumar Ghosh, by religion – Hindu, by occupation – Housewife, residing at 563 Block New Alipur, Kolkata 700053, hereinafter called and referred to as the **OWNERS/FIRST PARTY**, hereinafter referred to and called the **“OWNER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her

legal heirs, successors, administrators, executors, legal representatives and /or assigns) of the **FIRST PART**.

AND

JORAG NIRMAN, a proprietorship Firm having its registered office at Kacharipara Road, Barabazar, PO & PS – Chinsurah Dist-Hooghly , Represented by sole proprietor **ARNAB DUTTA (PAN-ALLPD2941D) AADHAAR – 7802 9329 0180** son of Anjan Dutta by faith Hindu, by-occupation - Business, residing at 337, Kacharipara Road, Barabazar, Chinsurah, Hooghly-712101, hereinafter called and referred to as the **DEVELOPER/BUILDER/SECOND PARTY**, hereinafter called the **“DEVELOPER”** (which expression or term shall unless repugnant to the subject context be deemed to mean and include their legal heirs, successors, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

SRIby religion-, by occupation-, residing at Herein after referred to and called as the **“PURCHASERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, legal representative and /or assigns) of the **THIRD PART**.

OWNERSHIP

AND WHEREAS The property described in schedule below originally belonged to Rekha Gosh now deceased purchased from Heuri Desuza S/O Gorge Desuza being constituted attorney of Arch Bishop L.T.P cyachi, the Arch Bishop of

Kolkata by register sale deed being deed no 3697 for the year 1973 and after purchasing such property she mutated her name in the records of the local Municipality and also in the settlement office by paying relevant taxes and rents therein in her own name.

AND WHEREAS said Rekha ghosh died on 6/10/2021 and her husband Sunil kumar Ghosh died on 28/9/2010. After demise of Rekha Ghosh her son Mr Subrata Ghosh S/O Late Sunil Kumar Ghosh and only daughter Sumita Roy Chowdhury W/O Sovan Roy Chowdhury being only legal heirs and successors became the owner and possessor of the property mentioned in the schedule below

AND WHEREAS after demise of said Rekha ghosh her aforesaid legal heirs are became joint owners of undivided share of said property as left by their mother rekha Ghosh and each having $\frac{1}{2}$ share thereon.

AND WHEREAS on the occasion Mr Subrata Ghosh being one of the legal heirs of said mother Rekha Ghosh executed a registered deed of gift being deed no 8994 for the year 2023 at the office of the Addl District Sub Register Hooghly at Chinsurah and recorded therein in Book No – 1, Volume No – 0603-2023, Pages from – 160806 to 160819 in favour of Sumita Roy Chowdhury.

. The **OWNER** is now absolutely sized and possessed or otherwise well and sufficiently entitled to ALL that said property mentioned in the **SCHEDULE “A”**.

AND WHEREAS the **VENDOR/OWNER** decided to develop a Multi Storied Building on the **“A” SCHEDULE** property, but due to personal difficulties they

have expressed their desire to appoint a **DEVELOPER** for the development of the said property by constructing a new Multi Storied Building thereon.

AND WHEREAS the **BUILDER/ DEVELOPER** have approached and requested the **VENDOR/OWNER** to allow them to develop the said property and after proper negotiations, the **VENDOR / OWNER** agreed to grant the **BUILDER/ DEVELOPER** exclusive right to develop the said property by constructing a Multi Storied Building thereon in accordance with the plan sanctioned by Hooghly chinsurah municipality in the name of the **VENDOR / OWNER** herein and to that effect a **DEVELOPMENT AGREEMENT** was executed by the **VENDOR / OWNER** in favour of the **DEVELOPER** herein which was registered at the Office of ADSR Chinsurah and recorded in Book No. I, CD Volume No. 0603-2024, Pages from 98554 to 98573, being No. 060305510 for the year 2024

POWER

The **OWNER** has simultaneously executed a GENERAL POWER OF ATTORNEY in favour of the **DEVELOPER** herein which was registered at the office of ADSR, Hooghly and recorded in Book No. I, CD Volume No. 0603-2024, Pages 98536 to 98553, being No. 060305525 for the year 2024 including Power of preparing and executing and signing immediately after the aforesaid execution of the **DEVELOPMENT AGREEMENT** as well as GENERAL POWER OF ATTORNEY the **BUILDER / DEVELOPER** has resumed all activities towards the construction on the **A SCHEDULE** property in accordance with the said **DEVELOPMENT AGREEMENT** and Building Plan sanctioned by Hooghly chinsurah municipality.

AND WHEREAS the **BUILDER/DEVELOPER** has started making the construction of the multistoried building over the “A” Schedule property as per sanctioned Building Plan approved by the Hooghly chinsurah municipality

And has proposed to sell FLAT on ownership basis in the Building named and known as **“JORAG NIRMAN”**

AND WHEREAS the **“PURCHASER” of the THIRD PART** as intending purchaser of the said flat with a view to purchase the schedule mention residential flat after satisfied about ownership of the holding and quality of construction entered into a written sale agreement dated for purchase of the said flat mention in the **“B”SCHEDULE** property.

AND WHEREAS the **BUILDER/DEVELOPER** have agreed to sale out the **“B”SCHEDULE** noted residential Flat as mentioned in the foregoing Para and shown in the plan annexed herewith and bordered in **RED COLOUR** hereunto which together with impartible undivided proportionate share of the Land underneath the **A SCHEDULE** noted holding together with rights of common enjoyment of common area , facilities as per terms and conditions as set forth in this **SCHEDULE ‘C’ and ‘D’**

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

In pursuance at the said Agreement for Sale and in consideration of total sum of Rs./- paid by the purchasers to the owner through attorney holder i.e. the Developer Firm through installments as per terms & conditions of the Agreement for Sale on or before the execution of there presents, (The receipt where of the owner as well as the Developer Firm represented by its proprietorship , do hereby grant, admit acknowledge and confirm the same and every part thereof.) which includes the cost of the proportionate share of land as well as the cost of the flat unto the purchasers and the owner doth hereby grant, sale, convey, transfer assign and assure unto the purchasers building **ALL THAT** the **FLAT NO** of the building constructed infour storied **(G+3)** standing or erectedon the premises Naldanga PS- Chinsurah ,Dist Hooghly (Which premises is described in the First Schedule above written)

measuring about sq feet super built up area and sq feet covered area which is known as **JORAG SUREKHA** under Piece and parcel of bastu land measuring about R.S. Plot No1903 L.R. Plot No2635 R.S. Khatian No1614 L.R. Khatian No.4128 of Mouza Bali , JL no 9 ,Ward no - 5, P.S. Chinsurah, District – Hooghly under Hooghly Chinsurah Municipality ..

With undivided proportionate share of land and common areas and facilities connected herewith in the schedule property and building/ apartment .The said Flat has been shown in the plan annexed herewith and bordered in **RED COLOUR** hereunto which do form part of this agreement.

THE PROPERTY IS BUTTED AND BOUNDED BY :-

On the North by:- 20` feet wide pacca Road
On the South by:- House of Ashis Chandra & Others
On the East by:- House of Somnath Das
On the West by:- 20` feet wide pacca Road

installation in the said building morefully described in the schedule here under written in the favour of the purchasers and the owners as well the Developer Firm doth hereby concur and confirm the sale and hereunder release discharge and acquit and transfer the Purchasers all that the said residential flat together and common benefits fully described in the Schedule hereunder written in the newly constructed building lying and situate at the premises referred to in the Schedule hereinafter and the owners as well as the Developer Firm doth hereby grant, sell, convey, transfer, assign, and assure unto the Purchasers TO HAVE AND TO HOLD ALL THAT all that undivided proportionate share in land and the said flat and the reversion or reversions, remainder or remainders and the rents, issues and profits and all the estate,

right, title, interest of the property, claim and demand whatsoever of the Vendors /Land owners and the confirming party/Developer unto or upon the Purchaser and the said flat and all other benefits hereby granted, sold, conveyed, transferred assigned and assured or expressed so to be TOGETHER FURTHER WITH and subject to the Right, Liberties, Easements or QuasiEasements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said residential flat including undivided impartible proportionate share in the said land with building and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressly so AND ALSO SUBJECT to the Purchasers paying and discharging all proportionate taxes, impositions and other common expenses, service charges and maintenance charges relating to the premises referred to in the Fourth Schedule herein.

The OwnerS and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever. That it shall be lawful for the PurchaserS at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said Flat togetherwith undivided proportionate impartible share and interest and receive the rents issues and profits thereof without any lawful eviction, interruption, hinderance, disturbance, claim or demand whatsoever from or by the OwnerS or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land through or under or in trust for the OwnerS and the Developer and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the OwnerS and the Developer well and sufficiently saved, defended, kept, harmless and indemnified or from and against all charges lispentence and encumbrances whatsoever made done executed or knowingly suffered by the Owners and the Developer.

That the Owners and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said Flat together with undivided proportionate impartible share and interest through or under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter at the request and costs of the PurchaserS do make

acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said Flat together with undivided proportionate impartible share and interest hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.

That the Owners shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchasers produce or cause to be produced before the Purchasers or Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land so long as the same shall remain with the Owners and shall also at the like request and costs deliver to the PurchaserS such attested or other copies of or extracts there from as the PurchaserS such attested or other copies of or extracts there from as the PurchaserS may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobligated and un-cancelled.

That the Owners or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchasers hereunder may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchasers.

12. That the Owners and/or the Develope shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

THE PURCHASER(S) OF SAID FLAT No-..... SHALL NOT DO THE FOLLOWING:

1. To obstruct the party hereto of the **SECOND PART** or the Association in their acts relating to the common purpose.
2. To violate any of the rules and/or regulations laid down for the common purpose and/or the user of the common portions.

3. To injure harm or damage the common portion or any other units in the Building by making any alteration or withdrawing any support or otherwise.
4. To alter any portion, elevation or colour shade of the Building.
5. To throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other used articles in to the common portions save and except at the place indicated therefore.
6. To place or cause to be place or cause to be placed any articles subject in common portions.
7. To carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazards, illegal or immoral activity in or through the unit or in the common portion.
8. To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants.
9. To use or allow the unit or any part thereof to be used or any clubs, meeting, conference, nursing home, hospital, boarding house, restaurant or any other similar purpose.
10. To put or to affix any signboard name- plate, other similar articles in the common portions or outside walls or the building and/or outside all of the Unit same and except at the place or places provided thereof approved in writing by the party hereto of the **SECOND PART** or the Association.

Provided that nothing contained in this clause shall prevent the **PURCHASER** for display in a decent signboard in the outside of the main door or unit.

11. To obstruct the party hereto of the **SECOND PART** in setting or granting right to any person or any part of the land in the premises and/or in the building (excepting in the Unit).
12. To keep store any offensive combustible, obnoxious, hazardous or dangerous Article in the Unit.
13. To allow or to keep any lunatic or any person suffering from any virulent dangerous, obnoxious or infectious deceases in the Unit.
14. To install or keep or run any generator so as to cause violation of prevailing Air Pollution rules and other safety prevention to affect the occupants of the Building and surroundings.
15. To change the outside Colour of his portion or any outside decoration of his allocated surface area.
16. To affix or draw any wires, cable, pipes from and or throw any common portion or outside walls of the Building or other Unit(s) save and except in the manner indicated by the party hereto of the **FIRST PART** or the Association.
17. To keep any heavy articles or things which likely to cause damage to the floor or operate any machine other than usual appliances.

PROVIDED HOWEVER AS FOLLOWS :

- A. That the party here of the **SECOND PART** shall not be party to any such nomination, lease, mortgage , charge and / or letting out as aforesaid.
- B. That any such nomination transfer, lease mortgage, charge and/or letting out shall be subject to the terms and conditions contained in this agreement as are on the part of the **PURCHASER** to be paid observed and performed save and except to the extent already observed and performed.
- C. That the **PURCHASER** shall pay all the amount to be so increased by the Municipal Tax rates and taxes as may be the occasioned due to the aforesaid.
- D. That the **PURCHASER** shall/will not for any reason whatsoever obstruct the party hereto of the **SECOND PART** in completion of construction of any part of the building notwithstanding any temporary inconvenience to the **PURCHASER** in the enjoyment of the Unit and the common portions.
- E. That the **PURCHASER** shall/will have taken and be deemed to have taken delivery of the Unit on the date of delivery and as from such date of delivery the **PURCHASER** shall become liable to pay proportionate share of the common expenses in respective of the unit and not when the **PURCHASER** takes actual delivery of the Unit.

POSSESSION:

OWNER/VENDOR/DEVELOPER will helped the purchasers for registration of said flat if the purchaser shall fulfill all the terms and condition before
i.e. if the purchaser will pay the entire rest amount, in that case the **OWNER/VENDOR/DEVELOPER** are liable to registry the flat to the purchaser

on or before as per choice of the purchaser but if the payment is not made by the purchaser within the time then owner /Developer will have no liability to execute sale deed on the other hand in that case this agreement for sale will lost its merit automatically.

JURISDICTION :

The Court of the Hooghly along shall have the Jurisdiction to entertain and determine all actions suits and proceeding arising out these present between the parties hereto.

DESCRIPTION OF A SCHEDULE PROPERTY

All THAT piece and parcel of Bastu Land measuring about 0.050 acre or 3 Katha 45 Square feet little more or less together with old Structure standing thereon, comprised in R.S. Khatian No.1614 , R.S. Dag No.1903 corresponding to LR khatian No. 4128 LR Dag no 2635 , within Mouza – Bali ,JL NO -9 , holding no. 138/122 ,Kazi Danga, ward No. 5 under Hooghly Chinsurah Municipality, P.S. – Chinsurah, Dist.-Hooghly -712103

THE PROPERTY IS BUTTED AND BOUNDED BY :-

On the North by:-	20´ feet wide pacca Road
On the South by:-	House of Ashis Chandra & Others
On the East by:-	House of Somnath Das
On the West by:-	20´ feet wide pacca Road

DESCRIPTION OF B SCHEDULE FLAT

WITHIN “A” SCHEDULE premise / building **ALL THAT** the **FLAT NO** of the building constructed in four storied (**G+3**) standing or erected on the premises Naldanga PS- Chinsurah ,Dist Hooghly (Which premises is described in the First Schedule above written) measuring about sq feet super built up area and sq feet covered area which is known as **JORAG SUREKHA** under Piece and parcel of bastu land measuring about R.S. Plot No1903 L.R. Plot No2635 R.S. Khatian No1614 L.R. Khatian No.4128 of Mouza Bali , JL no 9 ,Ward no - 5, P.S. Chinsurah, District – Hooghly under Hooghly Chinsurah Municipality ..

With undivided proportionate share of land and common areas and facilities connected herewith in the “ A” schedule property and building/ apartment .The said Flat has been shown in the plan annexed herewith and bordered in **RED COLOUR** hereunto which do form part of this agreement.

DESCRIPTION OF C SCHEDULE (COMMON AREAS AND FACILITIES)

1. Path, passages and driveways in the premises.
2. Staircase, lobby, roof and landings.
3. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and landings.
4. Electrical installations with common main switch and common meter and space required there for.
5. Municipal water supply connection.
6. Overhead water tank and underground water reservoir with distribution pipes there from connection to different Apartments/ Units and from the underground water or to the over-head water tank.
7. Water waste and sewage evacuation pipes from the Apartments/Units to drain and sewers common to the building.

8. Drains and sewers from the building to the Municipal drain.
9. Main gate for entrance to the premises
10. Boundary wall to the premises.
11. Roof of building shall be common for all occupants.
12. Such other common areas and facilities as may be made for common purposes.

DESCRIPTION OF D SCHEDULE (COMMON EXPENSES)

1. The cost of maintaining, replacing, repairing, white washing, painting and decorating of the main structure of the said building including the exterior thereof and in particular common portion of the roof, landing and structure of the building, rainwater pipes, water tanks, lift motor pumps, tube well, gas pipes and electrical wire, sewage, drain, transformer (if any) common Toilet and all other common parts of the fixtures, fittings and equipment in under or upon the building enjoyed or used in common by the **PURCHASER** and other occupiers thereof, will be jointly borne by the **PURCHASER** proportionately.
2. The cost of cleaning, lighting and the maintenance, staircases and other parts of the building as enjoyed in common by the **PURCHASER** and the other occupiers will be jointly borne by them proportionately.
3. The salaries of Guards, if any, electricians, sweepers etc., shall be borne proportionately by the **PURCHASER** and other occupiers of the building.
4. The cost of repairs, replacement and maintenance of light and other plumbing works including all other service charges for service rendered in common to all other occupiers shall also be borne by the **PURCHASER** and the other occupiers proportionately.

5. So long as each Flat/Commercial unit of the said building is not separately assessed the **PURCHASER** shall pay the **DEVELOPER** or Association the proportionate share of the Municipal Taxes, Water Tax etc. and such apportionment shall be made by the **DEVELOPER** or Association on the basis of the area acquired by the **PURCHASER** and the same shall be conclusive, final and binding.
6. That in case of default in making payment by the **PURCHASER** the party hereto of the **SECOND PART** or the Association shall have the additional right (without prejudice to its other right) to take appropriate steps as would deem fit & proper.
7. Establishment and all other expenses of the Association including its formation and also similar expenses of the party of the **SECOND PART** or any agency looking after the common expenses until handing over the same to the Association.
8. Other expenses including litigation expenses as are incurred by the parties or the Association for the common purpose.

DESCRIPTION OF E SCHEDULE (THE SPECIFICATION OF WORK)

BUILDING

1. The building is RCC frame
2. The foundation of building is of RCC
3. Walls : 8" thick wall will on external face and 5" and 3" thick brick partition wall with cement mortar

PLASTERING

1. Outside Wall 1:6 Cement mortar 20mm thick
2. Inside Wall 1:4 Cement mortar 15mm thick.
3. Ceiling and concrete surface 1;4 cement mortar 10mm thick.

ROOF TREATMENT

1. RCC with water proofing compound.

FLOORING :

1. All floor and skating of living, dining , bedroom, kitchen, toilet and verandah shall be finished with standard marbles or tiles .
2. RCC cooking platform will be black stone finished and on window still gray cast-in-situ mosaic will be provided.
3. In bathroom glazed tiles of standard quality from the floor level to man height (up to 6 feet).
4. In all common space such as stair landing and entrance shall be finished with T2 mosaic.
5. Plaster of Paris or putty on all walls except outside wall of the building.

Door

DOOR AND WINDOWS :

1. All doors will have standard wooden frame with flash door
2. All window will be of standard quality with plain glass.

SANATARY AND PLUMBING (INTERNAL)

BATH ROOM

1. White porcelain basin of standard brand.
2. White low down cistern PVC line for pan.
3. One shower steel quality.
4. All bib-cock and taps will be of ISI marks.
5. One Bib-Cock near commode/Indian pan.
6. One pillar-cock(standard quality) on basin.
7. PVC door frame with shutter.

KITCHEN :

1. One Kitchen sink.
2. Concealed pipe lines will be provided.

ELECTRICAL :

1. Concealed type point wiring with copper cable will be provided for entire flat with standard available materials.
2. Two light points, 1 Fan point and 1.5 Amp point one power point and One A.C. Point in one bed room.
3. Three light points, 2 fan points 1 power point , 1 no 5 Amp point in each living cum dining room.
4. One light point, 1 exhaust fan point and 1 power point of each kitchen.
5. One light point one plug point (5Amp) .
6. Lift facilities.

N.B. Any change in the above specification and materials to be used in the flat will be charged extra as per actual cost and its shall be the borne by the Purchaser.

IN WITNESS WHERE OF the aforesaid Parties do hereunto set heir respective hand and or seal on the date of the month and year hereinbefore set forth at the commencement of this agreement.

By the above named parties

In the presence of :-

1.

2.

SIGNATURE OF VENDOR/ DEVELOPER.

SIGNATUTE OF THE PURCHASER

Drafted by _____

Advocate,
Judges Court, Hooghly