

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of , 2025 (Two Thousand
and Twenty Five) A.D. of Christian Era

Sucharita Roy
Sucharita Roy
Proprietor

B E T W E E N

SMT. USHA DALUI (PAN – DZRPD3612L), wife of Late Rabin Dalui, daughter of Late Ganesh Das by religion – Hindu, Nationality – Indian, by Occupation Housewife, residing at F- Block, Satabdi Park, 347, Nayabad, Post Office – Mukundapur, Police Station – previously Purba Jadavpur now Panchasayer, Kolkata – 700099, hereinafter referred to as the “**OWNER**” (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include her respective heirs, legal representatives, executors, administrators and assigns) represented by her Constituted Attorney **SMT. SUCHARITA ROY, (PAN No. BDOPR0647A)**, wife of Sri Barun Kumar Roy, by faith Hindu, by occupation- Service, by Nationality-Indian, residing at P-33, Green Land, Post Office- Mukundapur, Police Station- previously Sonarpur at Present Narendrapur, Kolkata-700099, District South- 24 Parganas appointed Vide Book No. I, Volume No.-1604-2024, Pages from 258232 to 258251, Being Deed No. – 08432 for the year 2023 duly registered at District Sub- Registrar –IV, South 24-Parganas of the **ONE PART**.

son / daughter of _____, by

Nationality – Indian, by faith – _____, by Occupation – _____, residing at

_____, Post Office _____, Police Station- _____, District _____

Pin- _____ hereinafter referred to as the **PURCHASER** (which term or expression shall

unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

AND

SMT. SUCHARITA ROY, (PAN No. BDOPR0647A), wife of Sri Barun Kumar Roy, by faith Hindu, by Occupation- Service, by Nationality-Indian, residing at P-33, Green Land, Post Office- Mukundapur, Police Station- previously Sonarpur at Present Narendrapur, Kolkata- 700099, District South- 24 Parganas, hereinafter 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 her heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS:

- A)** One Sri Ganesh Chandra Das , son of Late Manik Chandra Das of Nayabad purchased **ALL THAT** piece and parcel of Shali land measuring about 06 Cottahs be the same a little more or less lying and situated at Mouza- Nayabad, Parganas Khaspur, J.L. 25, R.S. No. 3, Touzi- 53, comprised in R.S Dag No. 151, appertaining to R.S. Khatian No. 98 within the limit of the Kolkata Municipal Corporation Ward No. 109, under Police Station Tollygunge then Jadavpur then Purba Jadavpur now Panchasayer, District South 24- Parganas within the jurisdiction of A.D.S.R. Sealdah from one Sri Sudarsan Parmanik, son of Late Haripada Pramink of Chakganiagachi, by way of Bengali Saf Bikray Kobala (Deed of Sale) and the said Deed was duly registered in the Office of District Registrar at Alipore on

01.04. 1971 and the same recorded in Book No. I, Volume No. 38, Pages from 161 to 164, Being No. 1316 for the year 1971.

- B) After aforesaid purchase said Sri Ganesh Chandra Das mutated his name in the record of the Kolkata Municipal Corporation vide Assessee No. 31-109-08-0347-9 and the said property numbered as Premises No. 347, Nayabad, Kolkata-700099.
- C) During the life time said Ganesh Chandra Das sold 02 Cottahs of land therefrom to another person after retaining 04 Cotthas of land specified herein above.
- D) While seized and possessed the aforesaid landed property said Ganesh Chandra Das died intestate leaving behind him the only married daughter namely Smt. Usha Dalui, the Owner herein as his sole legal heir and successor and thus the Owner herein became the absolute Owner of the aforesaid property by way of inheritance under the aegis of law relevant to.
- E) That the Owner herein is the absolute Owner of **ALL THAT** piece and parcel of Shali land measuring about 04 Cottahs be the same a little more or less lying and situated at Mouza- Nayabad, Parganas Khaspur, J.L. 25, R.S. No. 3, Touzi- 53, comprised in R.S Dag No. 151, appertaining to R.S. Khatian No. 98, within the jurisdiction of A.D.S.R. Sealdah Premises No. 347, Nayabad, Kolkata- 700099, Assessee No. 31-109-08-0347-9 within the limit of the Kolkata Municipal Corporation Ward No. 109, under Police Station previously Purba Jadavpur now Panchasayer, District South 24- Parganas , Kolkata-700099.

AND WHEREAS the Land Owner on 21.06.2023 executed and registered a Development Agreement as the Land Owner of the First Part and The Developer herein mentioned therein

as the Developer of the Other Part, it is inter alia agreed by and between the parties thereto that the Developer shall construct a G+3 storied Building for residential purpose in or upon the aforesaid Premises No. 347, Nayabad, F- Block Satabdi Park, Kolkata- 700099 Police Station Purba Jadavpur now Panchasayer, District- South 24 Parganas to construct the said proposed Multi-storied building and which was duly registered before the Office of D.S.R . IV , Alipore , South 24 Parganas and was recorded in Book No. – I , Volume No. – 1604 - 2023 , Pages from 242636 to 242684, Being No. – 160407755 for the year 2023 . It is pertinent to mention here that the Land Owner also executed and registered One Development Power after registration of Development Agreement, said Development Power registered before the Office of D.S.R IV , Alipore , South 24 Parganas and was recorded in Book No. – I , Volume No. – 1604 - 2023 , Pages from 258232 to 258251, Being No. – 08432 for the year 2023.

AND WHEREAS subsequently the Developer applied for a sanctioned plan for the purpose of carrying out construction work and obtained a sanctioned building plan vide No. 2024120053 dated 10.05.2024 hereinafter called the "Said Plan" from The Kolkata Municipal Corporation for Construction of such G+3 storied Building in or upon the said Premises No. 347, Nayabad, Kolkata- 700099 Police Station Purba Jadavpur now Panchasayer, the particular of such premises more fully described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the 'Said Premises'.

AND WHEREAS while constructing of the aforesaid multi-storied building, Developer mutually agreed to sell, convey, transfer, assign **ALL THAT** piece and parcel of self contained unit/ flat of the premises admeasuring more or less Sq.ft. Tenement area (Carpet area Sq.ft. more or less) Covered area Sq.ft. equivalent to Sq.ft. Super – Built – up area) on the Floor side consisting of Bed

Rooms, Drawing cum Dining, Kitchen, Bath rooms and Balcony of the multi - storied building along with proportionate undivided, undemarcated & unpartitioned proportioned impartible share of land of Premises No. No. 347, Nayabad, F- Block Satabdi Park, Kolkata- 700099, Assessee No. 31-109-08-0347-9, Police Station Purba Jadavpur now Panchasayer, Kolkata- 700099, District - South 24- Parganas within the limits of Kolkata Municipal Corporation , under Ward No. -109 to the Purchaser at or for a consideration of Rs.

/- (Rupees) only.

AND WHEREAS the Purchaser herein also in search of a good accommodation in a good locality at or for a reasonable and an affordable consideration money according to the financial capacity or strength.

AND WHEREAS the Purchaser herein agreed to purchase and the Developer mutually agreed to Sell , convey , transfer , assign **ALL THAT** piece and parcel of self contained unit/ flat of the premises admeasuring more or less Sq.ft. Tenement area (Carpet area Sq.ft. more or less) Covered area Sq.ft. equivalent to Sq.ft. Super - Built - up area) on the Floor side consisting of Bed Rooms, Drawing cum Dining, Kitchen, Bath rooms and Balcony of the multi - storied building along with proportionate share of land attributed to the said flat and common areas and facilities and amenities as available in the said premises along with common roof right lying and situated at Municipal Premises, being numbered as K.M.C. Premises No. 347, Nayabad, F- Block Satabdi Park, Kolkata- 700099 Police Station Purba Jadavpur now Panchasayer, District - South 24- Parganas within the limits of Kolkata Municipal Corporation, under Ward No. -109, the particular of such entirety of land morefully described in the **FIRST SCHEDULE** and the particular of such Flat morefully described in the **SECOND SCHEDULE** hereto along with

Common portion, easement and appurtenant hereto at or for a total Consideration of Rs.

/- (Rupees)only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement and in Consideration of Sum of Rs. /- (Rupees Lacs) only paid by the Purchaser to the Developer well and fully mentioned in hereto bellow as Memo of Consideration simultaneously with the execution of these present, (the receipt whereof the Developer doth hereby admit and acknowledge and of and from same and every part thereof doth hereby acquit, release and discharge to the Purchaser his heirs, executors, administrators, representative and assigns and every one of them as well as the said property doth hereby absolutely and indefeasibly sell, grant , convey assign and assure unto and to the Purchaser free from all encumbrances **ALL THAT** piece and parcel of self contained unit/ flat of the premises admeasuring more or less Sq.ft. Tenement area (Carpet area Sq.ft. more or less) Covered area Sq.ft. equivalent to Sq.ft. Super - Built - up area) on the Floor side consisting of Bed Rooms, Drawing cum Dining, Kitchen, Bath rooms and Balcony along with undivided undemarcated unpartitioned proportioned impartible share of land of K.M.C. Premises No. 347, Nayabad, F- Block Satabdi Park, Kolkata- 700099 Police Station Purba Jadavpur now Panchasayer, District - South 24- Parganas within the limits of Kolkata Municipal Corporation, under Ward No. -109 together with undivided proportionate share of land underneath particularly described in SECOND SCHEDULE hereunder written and common areas and facilities as mentioned in THIRD SCHEDULE hereunder written together with the impartible undivided share or interest in the land proportionate to the said flat particularly described in SECOND SCHEDULE hereunder written together with the rights advantage and facilities

for use and enjoyment of all common passages, staircase, roof, sewerage, electric meter, water connection and all or any other common amenities and services necessary for use and enjoyment of the said flat and all appurtenant thereto and all messuage tenements hereditaments and premises now are or is or heretofore were or was situate butted and bounded called known numbered described distinguish TOGETHER WITH the right of common user of all yards courtyards sewers drains fences boundary walls paths passages drains ditches water courses underground reservoirs overhead tanks staircases roofs light liberties easements privileges rights appendages and hereditaments and premises belonging or in anywise appertaining to or with the same or in any part thereof usually held used occupied or enjoyed or reputed to belong or be appurtenant thereto in common with other Owners occupiers of the respective flats in the said building including the common facilities referred to in THIRD SCHEDULE AND FOURTH SCHEDULE hereunder written of the deed in respect of the common facilities, benefits and advantages and cost and charges that will be enjoyed by the Purchaser along with the other flats owner AND ALL deeds, pattahs, muniments, writings or evidence of the Title which exclusively related to the said flat mentioned in SECOND SCHEDULE hereunder and the said impartible undivided share or interest in the said land messuage tenement hereditaments and premises proportionate to the said area of flat or any part thereof and which now are or any be in the custody power or possession of the Developer or Land Owners or any person or persons from whom they may procure the same without any action or suit at Law or in equity AND all the rents, issues and profits of the said unit/flat and the said unit/flat and the same impartible undivided share or interest in the said land proportionate to the area of the said flat AND all the estate, right, title, interest, claim and demand whatsoever of the Land Owners s in to upon or in respect

of the said unit/flat and the said impartible undivided share or interest in the said land proportionate to the area of the said flat TO HAVE AND TO HOLD the said flat together with impartible undivided share or interest in the said land proportionate to the area of the said flat TOGETHER WITH all right appendages and appurtenance whatsoever thereof and all other rights for use and enjoyments of common spaces and common facilities and amenities required for the use and enjoyment of the said flat as a dwelling unit hereby granted transferred and conveyed or expressed or intended to be unto and to the use of the Land Owners And Developer absolutely and for ever free from all charges encumbrances attachments liens lispence and liabilities whatsoever and the Land Owners And Developer hereby covenant with the Purchasers that notwithstanding any act deed or things or matter whatsoever by the Land Owners s made or done or committed or knowingly suffered to the contrary the Land Owners And Developer and now have good title full power and absolute authority to grant transfer and convey ALL AND SINGULAR the said flat together with the impartible undivided share or interest in the said land proportionate to the area of the said flat mentioned in the SECOND SCHEDULE hereunder unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present and the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said flat together with the impartible undivided share or interest in the said land proportionate to the area of the said flat and use and enjoy the common areas and common facilities and amenities relating to the use of the said flat in common with other Owners and occupiers of the respective flats in the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from the Land Owners or any person or persons lawful or equitable claiming from under or in

trust for the Land Owners And Developer AND THAT the Land Owners And Developer or any person or persons claiming as aforesaid shall and will from time to time and all times hereafter at the request and costs of the Purchasers shall execute all such and acts deed and things for further assuring , title in the said demised flat hereby conveyed and part thereof unto and to the use of the Purchasers as shall or may be reasonable required AND ALL the said flat shall be transferable, heritable may be let out, leased out as the absolute property of the Purchaser AND THAT the Land Owners And Developer shall and all person or persons having lawfully or equitably claiming any estate or interest as aforesaid in the said flat or any part thereof shall from time to time and at all times hereafter at the request and costs of the Purchasers make do execute and perform all acts, deeds, matters and things whatsoever for better and more perfectly measuring the said flat and every part thereof unto the Purchasers as shall or be reasonably required.

THE LAND OWNERS AND THE DEVELOPERS DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS.

1. That notwithstanding any acts deed or thing or things done execute or knowingly suffered to the Land Owners and the Developers are now lawfully, rightfully seized and possessed of or well and sufficiently entitled to the said unit/flat, hereditaments and premises together with undivided proportionate share of land and right of user of common areas amenities and facilities free from all encumbrances attachments or defects in title whatsoever and that the Land Owners have full power and absolute authority to transfer all that flat together with proportionate share in the land together with right of user of common areas amenities and facilities attached thereto in favour of the Purchaser exclusively and absolutely with all rights to Sell, lease transfer,

mortgage and/or let out the same in any manner whatsoever as per their own choice and discretion by executing these presents.

2. That the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said property described in SECOND SCHEDULE below and receive, the rent, issues and profits thereof without any lawful eviction, interruption, claim and/or demand whatsoever from or by the Land Owners and the Developers or any person or persons lawfully or equitably claiming from under or interest for them.
3. That the Land Owners freely and clearly and absolutely discharge save harmless indemnify and keep the Purchaser indemnified against all claims, demands, estate or encumbrances created by the Land Owners or any person or persons lawfully or equitably claiming any interest under them.
4. That the flat hereby conveyed is not subject to any attachments, mortgage or hypothecation and there is no arrear of taxes nor the same has been acquisitioned or requisitioned by the Government or any Public Undertaking and there is no Co-sharer in respect of the said flat.
5. That having good right full power and authority the Land Owners and the Developers have transferred the property described in SECOND SCHEDULE below to the Purchaser free from all encumbrances.
6. That the Purchaser shall have right to mutate his name in the records of concerned authority. Be it mentioned that there is no due regarding tax and/ or maintenance and/ or other outgoings to be paid in respect of the SECOND SCHEDULE property. If any dues reveals afterwards then the Land Owners shall be liable to pay those up to the date of execution of this Deed.

7. That the Purchaser shall have right to the common areas and facilities described in THIRD SCHEDULE below along with the other owners of the flats in the said building and shall have the right to use the electric meter stands in the name of the Land Owners herein till the same changed in the name of the Purchaser. The Land Owners shall coordinate in all respect so that the Purchaser herein may get electric meter in his name.
8. That the Land Owners and the Developers hereby declarer that upon receipt of the entire consideration have delivered the possession of the flat hereby sold to the Purchaser and he has no claim against the Purchaser.
9. The interest which the Land Owners and the Developers hereby agreed to transfer subsists and the Land Owners and the Developers have full power and absolute authority to sell, grant, transfer, convey assigns and assure unto the Purchaser, the said unit/flat together with undivided proportionate impartible share or interest in the said land together with the above mentioned rights in the manner aforesaid.
10. It shall be lawful for the Purchaser to enter into and upon and to hold enjoy and occupy, let out otherwise deal with or alienate or sell the said unit/flat and every part thereof without any interruption, disturbances claims or demands whatsoever from or by the Land Owners and the Developer or any persons having or claiming from through under or in trust for the Land Owners any estate right, title or interest whatsoever in the same and freed and cleared against all manner or charges, trusts, liens, lispendences attachments and encumbrances whatsoever.
11. The Land Owners and the Developers shall from time to time and at all times hereinafter upon every reasonable request and at the costs of the Purchaser make do

acknowledge secure and perfect or cause to be made done acknowledge , execute and perfected all such further and acts, deeds, matter and things whatsoever for further better and more perfectly securing the said unit/flat together with impartible share or interest in the said land together with rights hereby sold , granted, transferred, conveyed, assigned and assured unto the Purchaser in the manner aforesaid.

FIRST SCHEDULE ABOVE REFERRED TO

(PROPERTY / SAID PROPERTY)

ALL THAT piece and parcel of Shali land measuring about 04 Cottahs be the same a little more or less lying and situated at Mouza- Nayabad, Parganas Khaspur, J.L. 25, R.S. No. 3, Touzi- 53, comprised in R.S Dag No. 151, appertaining to R.S. Khatian No. 98, within the jurisdiction of A.D.S.R. Sealdah Premises No. 347, Nayabad, Kolkata-700099, Assessee No. 31-109-08-0347-9 within the limit of the Kolkata Municipal Corporation Ward No. 109, under Police Station previously Purba Jadavpur now Panchasayer, District South 24- Parganas , Kolkata-700099.

ON THE NORTH : 20' Feet K.M.C. Road

ON THE SOUTH : Property of Anjan Porel

ON THE EAST : Property of School.

ON THE WEST : Partly by land of Phani Bhushan Acharya and partly by land of Dag No. 527.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of self contained unit/ flat of the premises admeasuring more or less Sq.ft. Tenement area (Carpet area Sq.ft. more or less) Covered

area Sq.ft. equivalent to Sq.ft. Super – Built – up area) on the Floor
 side consisting of Bed Rooms, Drawing cum Dining,
 Kitchen, Bath rooms and Balcony of the multi - storied building along with
 proportionate undivided, undemarcated & unpartitioned proportioned impartible share
 of land of Premises No. No. 347, Nayabad, F- Block Satabdi Park, Kolkata- 700099,
 Assessee No. 31-109-08-0347-9, Police Station Purba Jadavpur now Panchasayer,
 Kolkata- 700099, District – South 24- Parganas described in **THE FIRST SCHEDULE**
 hereinabove together with undivided proportionate share or interest of land of said
 attributable to said Flat along with all other rights of the common parts, portion in the
 said building as mentioned in the **THIRD SCHEDULE** herein

THE THIRD SCHEDULE AS REFFERRED TO ABOVE
(THE COMMON AREAS/ PORTIONS)

The Common areas and facilities so to be enjoyed by the Purchaser along with the
 other Flat Owner/s of the building in common and mentioned in the present
 indenture shall include:

1. Lift.
2. The Land on which the building is constructed and all easement right
 and appurtenances belonging to the said land and the building.
3. The foundations, columns, girders, beams, supports, main walls, roof
 of the building, corridors, lobbied, landings, stairs, stairs-ways, fire-
 escapes and entrances and exit gate of the building.
4. The basements, cellars, yards and storage spaces of the building.
5. The premises for lodging of Janitors and persons/staff employed for
 maintenances and management of the building.

6. The overhead water tank, motor pump, all sanitary and water line pipes and in general other installations relating to operation of common services such as light, water, sewerage line, lavatories and other amenities attached to the land and building.
7. All plumbing installations used for common services and carriage of water along with such other common parts equipment, installations, fittings, fixture and spaces in or about the land and the building and area necessary for passage to and/or use of the Flats of the building in common by the Co-Owners.

THE FOURTH SCHEDULE AS REFERRED TO ABOVE
(COMMON EXPENSES)

The Purchaser has to bear and pay proportionately the following expenses along with the other Owners and Occupiers of the building:-

1. All cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and the common portions including the outer walls of the building and boundary wall whenever necessity may be collectively felt to get those works done for common interest.
2. The salary of all persons employed for the common purpose including door-keeper, security personnel, sweepers, plumbers, electricians and caretaker of the building.
3. Proportionate share of Municipal rates and taxes including Governments rents and taxes, other outgoings, levies and impositions from the date of making over possession of the said Flat are to be borne by the Purchaser till the Flat of the Purchaser are separately assessed.

4. Insurances premium for insuring the building if any, against earthquake, fire, damage by natural calamity etc .
5. All charges and deposits for maintaining supply and operation of all common services and utilities to the building.
6. Costs of running, maintenance, repairs and replacement of pumps, motors and other common installations.
7. Electricity charges relating to consumption of electrical energy used for operation of all common services.
8. All litigation costs and expenses incurred for protection, preservation and safe holding of the land, building and all it's common portions peaceful Co-existence and enjoyment.
9. The Office expenses incurred for maintaining an Office for common purposes.
10. **The Purchaser shall not be entitled to do the following act as Owner of the Flat so purchase hereunder:-**
 - i. Make in the Flat any structural additions/alteration and/or modification of permanent nature which may impact the building construction and interest of the Co- owners
 - ii. Throw dirt, rubbish, rag, night soil or other refuse or permit or allow the same to be accumulated in the stairs, landings, passages and lobbies of the building or to keep in the compound or on any portion of the building except in the place provided there for.

- iii. Use the Flat/apartment for any illegal or immoral purpose or transform the same into a place of business or workshop of any nature.
- iv. Do or cause to be done any act or thing which may prevent the Owners and/or Occupiers of the other Flats of the building from peaceful enjoyment of their respective Flat/s
- v. Demolish or cause to be demolished the concerned Flat or any part thereof. The roof of the building being common area for common interest of all the Flat Owners should not be used in such a manner, which may cause damage and/or leakage.
- vi. Keep or store any goods or articles on the staircase, landings, and passages or in any other place in common use of the building so as to create nuisance and/or disturbance in free use and enjoyment of the common portions, facilities and amenities by the other Flat owners and/or Occupiers of the building.
- vii. Allow the servant and/or agent to stay in the lobby, landings and passages or in other place of common area of the building.
- viii. The Purchaser hereof having already taken satisfactory physical possession of the concerned Flats/Units so purchased hereunder, has had no complain against the Vendor hereto in respect of area measurement of the Flats/Units and total construction thereof and accordingly, hereby discharge the Vendor for all future occasion from each and every liability so to arise in relation therewith or in consequence thereof.

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

SIGNED, SEALED AND DELIVERED

in the presence of :

WITNESSES:

1.

Usha Dalui represented by her
Constituted attorney Smt. Sucharita
Roy

SIGNATURE OF THE OWNER

SIGNATURE OF THE PURCHASER

2.

SIGNATURE OF THE DEVELOPER

Drafted by me as per instruction,
information & documents supplied
by the Parties hereto & Prepared
in my office:-

Advocate
Alipore Judges' Court
Kolkata- 700027.

MEMO OF CONSIDERATION

RECEIVED of and from the within-mentioned **PURCHASER** the within mentioned sum of Rs. /- (Rupees Lacs) only being the full and final Consideration money for the property hereby conveyed.

MODE OF PAYMENT

<u>SL No.</u>	<u>DATE</u>	<u>CHEQUE No.</u>	<u>BANK/BRANCH</u>	<u>AMOUNT (RS.)</u>
			Total Rs.	

(RECEIVED RUPEES

LAC)

WITNESSES:

Sucharita Roy
Sucharita Roy
 Proprietor

1

SIGNATURE OF THE DEVELOPER

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