



अभिचयदण पश्चिम बंगाल WEST BENGAL

02AC 095508

DEED OF CONVEYANCE

THIS INDENTURE is made this the _____ day of _____, Two
Thousand Twenty-Five (2025) BETWEEN

(1) **DR. ALOK GHOSH** (PA.N. AKRPG6027E, Aadhaar No. 9493 0329 4099), son of Late Chira Prakash Ghosh, an Indian Citizen, by faith Hindu, by occupation Professional, and (2) **DR. JAYASRI GHOSH** (PAN: AKRPG6028M, Adhaar No. 7567 3027 6964, wife of Dr. Alok Ghosh, by occupation Professional, both are Indian Citizen, both by faith Hindu, both residing at CF-107, Sector-I, Salt Lake, P.O. Bidhannagar CC Block, Police Station Bidhannagar North, District North 24 Parganas, Pin-700 064, West Bengal. The Owners/Lan downer are being represented by their Constituted Attorney M/S. DELTA CONSULTANTS, a proprietorship concern having its principal place of business at CF 154, Sector I, Salt Lake City, P.S, Bidhannagar (North), District 24-Parganas (North), Pin- 700064 represented by its Sole Proprietor **SRI CHINMOY KUMAR SAHOO** (PAN ALHPS3655D, Aadhaar No. 3648 7495 4083), son of Late Panchanan Sahoo, an Indian Citizen, by faith Hindu, by occupation Business, residing at DA 43, Sector I, Salt Lake City, P.O. Sech Bhavan, Police Station Bidhannagar (North), District 24-Parganas (North), Pin 700 064, West Bengal hereinafter referred to as the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. DELTA CONSULTANTS, a proprietorship concern having its principal place of business at CF 154, Sector I, Salt Lake City, P.S, Bidhannagar (North), District 24-Parganas (North), Pin- 700064 represented by its Sole Proprietor **SRI CHINMOY KUMAR SAHOO** (PAN ALHPS3655D, Aadhaar No. 3648 7495 4083), son of Late Panchanan Sahoo, an Indian Citizen, by faith Hindu, by occupation Business, residing at DA 43, Sector I, Salt Lake City, P.O. Sech Bhavan, Police Station Bidhannagar (North), District 24-Parganas (North), Pin 700 064, West Bengal, hereinafter called and referred to the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and to include its

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Sri Chinmoy Kumar Sahoo
Proprietor

successors-in-office, successors-in-interest, legal representatives and assigns) of the **SECOND PART.**

AND

Mr. / Ms. __, (PAN ___) (Aadhar no. ___) son / daughter of __ ,
aged about __, by faith ____, by Occupation ____, residing at
_____,hereinafter called the "**Allottee/Purchaser**" (which expression shall
unless repugnant to the context or meaning thereof be deemed to mean and include
his/her/their respective heirs, executors, administrators, successors-in-interest and
permitted assignees) of the **THIRD PART:**

The Vendor and Allottee(s) shall hereinafter collectively be referred to as the
"Parties" and individually as a "Party".

- A. WHEREAS** the main objective of development of New Town through the Housing Department, Govt. of West Bengal was to create affordable housing stock for the general people including EWS, LIG, MIG and HIG at affordable prices. Housing Department initially started the activities through its parastatal West Bengal Housing Board (WBHB) on 26th April, 1999, pursuant to a Cabinet Decision of the Govt. of West Bengal vide its Notification No. 642-HI/NTP/1M-9/98 dated 19th April, 1999 for formation of a Govt. Company as "West Bengal Housing Infrastructure Development Corporation Limited" bearing Registration No. 21-89276 of 1999 under Companies Act 1956, But prior to the formation of HIDCO in April 26, 1999, the WBHB was entrusted by the State Housing Department to look after the New Town Project and also to meet all expenses towards Planning & Development. Thereafter, the Planning Authority as appointed by the State Government vide Order No. 1490/HI/HGN/NTP/1M-1/98 dated 14th September 1999 in respect of the Planning Area declared as such under Notification No. 1423/ HI/ HGN/NTP/1M-1/98 dated 27th August 1999. The entire land was acquired through LA process and WBHB handed over the land to WBHIDCO Ltd.
- B. AND WHEREAS** upon such transfer of lands and possession thereof being handed over to the West Bengal Housing Infrastructure Development

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Corporation Limited (WBHIDCO), the said West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) was lawfully seized and possessed of or is otherwise well and sufficiently entitled to the said land free from all encumbrances which include all that piece and parcel of land described in the schedule hereunder written. The said WBHIDCO, in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed, built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township. After having developed the said lands and building infrastructure thereon the said WBHIDCO has demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and sale to the prospective buyers.

- C. AND WHEREAS DR. ALOK GHOSH and DR. JAYASRI GHOSH**, jointly applied to the WBHIDCO Ltd. for Purchase of a Plot of land in New Town, Kolkata, to erect a building thereon for residential purpose, after complying with all the formalities for allotment of such land by the West Bengal Housing Infrastructure Development Corporation Ltd., and accordingly WBHIDCO LTD. allotted a **Plot of Land (Freehold) measuring 300.09 Sq. Mtr. be the same a little more or less being Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIB, Category- HIGI-II, Action Area- IIB, vide Allotment Order No. 2517(142)/HIDCO/ADMN-674/2004 dated 06.06.2006.**
- D. AND WHEREAS** the said **DR. ALOK GHOSH and DR. JAYASRI GHOSH**, purchased the aforesaid PLOT OF LAND from the said WBHIDCO LTD., and the WBHIDCO LTD. executed a Deed of Conveyance (Individual) dated 16/11/2018 in favour of the then purchasers, for valuable consideration mentioned therein and the said DEED was registered in the office of the **A.D.S.R Rajarhat, New Town, recorded in Book No. 1, Volume No. 1523-2018, Page from 409063 to 409088, being no. 152312617 for the year 2018.** The possession of the said Plot of Land had been handed over by WBHIDCO LTD. to the then Purchasers vide Memo No. **MP- I/HIDCO/EM/22/7396 dated 27.11.2018.**
- E. AND WHEREAS** By virtue of the aforesaid registered INDENTURE OF SALE the then Purchasers **DR. ALOK GHOSH and DR. JAYASRI GHOSH**, became the absolute owners and well seized and possessed of or otherwise well and

sufficiently entitled to ALL THAT piece and parcel of the aforesaid vacant Plot of land together with all easement rights in the manner stated herein above and while being completely seized and possessed of the same free from all sorts of liens, attachments, lis pendens and encumbrances whatsoever by virtue of Purchase from the WBHIDCO LTD..

F. AND WHEREAS they have mutated their name in the records of the **NEW TOWN KOLKATA DEVELOPMENT AUTHORITY Vide Mutation Certificate No. 0101522211006608 dated 17.11.2022.**

G. AND WHEREAS The Landowner, desired to develop the said land by constructing thereupon multi-storied building in accordance with the building plan sanctioned by the Competent Authority of the N.K.D.A in shortage of time, experience and manpower, the Landowners were unable to start the construction of the said building and had been in search of a Promoter and/or Developer, who can undertake the responsibility of construction of such building on the said premises by affording his own arrangement and expenses.

H. The Landowners have agreed to allow the Developer to develop ALL THAT piece of parcel of land measuring **Plot of Land (Freehold) measuring 300.09 Sq. Mtr. be the same a little more or less being Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIB, Category- HIGI-II, Action Area- IIB,** morefully described in the First Schedule hereunder written.

I. AND WHEREAS With such intention the Landowners entered into a **registered DEVELOPMENT AGREEMENT dated 07.02.2023 which was registered in the office of the A.D.S.R Rajarhat, and recorded in Book no.1, Volume no. 1523-2023, Pages from 71819 to 71853 being no. 152301725 for the year 2023,** and a registered **DEVELOPMENT POWER OF ATTORNEY dated 07.02.2023 which was registered in the office of the A.D.S.R Rajarhat, and recorded in Book no.1, Volume no. 1523-2023, Pages from 71966 to 71979 being no. 152301731 for the year 2023,** on certain terms and conditions recorded therein for undertaking Development works on the First Schedule Property by the Developer at its own costs and expenses, wherein

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[Signature]
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DEVELOPER'S ALLOCATION was morefully described in the Development Agreement, together with undivided and un-demarcated proportionate share of land including common areas, common facilities and amenities available except LAND OWNER'S, together with undivided and un-demarcated proportionate share of land including common areas, common facilities and amenities on the said building as per building plan and other regulations of house building, empowering the said Developer to commence construction works on the said plot of land and to sell, transfer and convey the Developer's Allocation as aforesaid to any intending buyer or buyers at their own discretion.

- I. **AND WHEREAS** the Developer is engaged in the business of developing and promoting and also sponsoring construction of building having its own financial resources to carry out any development scheme, including construction of building taking up all the related responsibility of preparation and sanction of plan for construction and engage engineers, masons and labours and also put in resources for building materials and supervise of completing the construction of the proposed building and to procure prospective owner for the flats, shops, garages, apartments and other spaces to be built as per the building plan to be sanctioned by the Newtown Kolkata Development Authority.
- II. **AND WHEREAS** the Developer has got the building plan sanctioned from the Newtown Kolkata Development Authority vide Building Pin No. 0100081020230602 dated 19.06.2023. The said property is earmarked for the purpose of building a residential project, comprising a Ground Plus Four (G+4) storied apartment buildings and the said project shall be known as '**GROVE 10-810**' ("Project");
- III. **AND WHEREAS** the Developer herein, has agreed to sell to the Purchaser **ALL THAT** the self-contained residential tile floor **flat No.** ___ on the ___ floor facing measuring about ___ **Sq. Ft.** super built up area, of G+4 storied building consisting of ___ bed rooms, ___ living cum dining room, ___ kitchen, ___ toilets, ___ Balcony along with a covered Car parking space measuring about ___ **Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at **Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block**

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No. AA IIB, Category- HIGI-II, Action Area- IIB, under New Town Kolkata Development Authority, Police Station- Newtown, District- North 24-Parganas, Kolkata-700160 together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" Colour for the total consideration of **Rs. _____/- (Rupees _____) only** and the said Flat & Car Parking Space is free from all encumbrances and charges which is more fully and clearly described in the schedule below and delineated in the site plan annexed hereto and delineated by "RED" border line.

- IV. **AND WHEREAS** the Purchaser herein satisfied with the clear title of the property and nature of construction, have agreed to purchase the said flat **ALL THAT** the self- contained residential tile floor flat being No. _____, on the _____ Floor _____ side measuring about _____ **Sq.Ft.** super built up area, of G+4 storied building consisting of ___ bed rooms, ___ living cum dining room, ___ kitchen, ___ toilets, ___ Balcony along with a covered Car parking space measuring about _____ **Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at **Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIB, Category- HIGI-II, Action Area- IIB**, under New Town Kolkata Development Authority, Police Station- Newtown, District- North 24-Parganas, Kolkata-700160 together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" Colour, morefully described in the Schedule "B" hereunder written and offered to pay a total sum of **Rs. _____/- (Rupees _____) only** being the full and final sale consideration free from all encumbrances, attachments, liens, lispensens whatsoever.

1. **AND WHEREAS** the Vendor herein have agreed to sell the said flat and one covered car parking space to the Purchaser herein for a total sum of **Rs.**

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_____/- (Rupees _____) only subject to compliance of the terms and conditions contained herein.

NOW THIS INDENTURE WITNESSETH:-

1. That in pursuance to the said agreement dated _____ and consideration to the said sum of **Rs.** _____/- (**Rupees** _____) only of good and lawful money of the union of Indian in hand well and truly paid by the Purchaser to the Vendor at or before the execution of these present (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchaser and also the said Flat hereby intended to be sold and transferred) and the Vendor do hereby sell, transfer, convey and assign unto the Purchaser **ALL THAT** the self-contained residential tile floor flat No. ____ on the ____ Floor ____ side facing measuring about ____ **Sq. Ft.** super built up area, of G+4 storied building consisting of ____ bed rooms, one living cum dining room, ____ kitchen, ____ toilets, one Balcony along with a covered Car parking space on the ground floor measuring about ____ **Sq.ft.** along with proportionate share and rights of land attributed to the said flat referred in the schedule "A" property at **Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIIB, Category- HIGI-II, Action Area- IIIB**, under New Town Kolkata Development Authority, Police Station- Newtown, District- North 24-Parganas, Kolkata-700160 together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" Colour, morefully described in the Schedule "B" hereunder written and offered to pay a total sum of **Rs.** _____/-(**Rupees** _____) only being the full and final sale consideration free from all encumbrances, attachments, liens, lispensens whatsoever. **TO HAVE AND TO HOLD** the said unit absolutely and forever free from all encumbrances, charges, liens, lispensens, attachments, trust whatsoever or Howsoever together with the right to use the common areas, installations and facilities in common with the vendor, Developer and co-purchaser and the Owner and the other lawful occupants of the new building together with all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment thereof by the various flats/units in the said building by the respective owner and/or occupants of the said building **TO**

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HAVE AND TO HOLD the said unit and the properties appurtenant thereto hereby sold, transferred, convey and conveyed and every part thereof unto and to the use of the purchaser subject to the making payment of the maintenance charges and other charges payable in respect of the said unit and the properties appurtenant thereto (morefully and particularly mentioned and described in the Schedule "D" hereunder written) and the vendor and the Developer and each of them respectively do hereby release, relinquish, disclaim or disown all respective right and title and interest of the vendor hereto upon the said unit and the properties appurtenant thereto unto and to the use of the Purchaser herein for even free from all encumbrances.

2. Subject to the condition mentioned in the "C" and "D" Schedule forming integral part of this Deed of Conveyance the Vendor doth hereby convenient with the Purchaser as follows: -

a) That notwithstanding any act deed matter or things done by the Developer knowingly suffered to the contrary the Vendor is lawfully rightfully and absolutely seized and possessed for otherwise well and sufficiently entitled to the said unit together the properties appurtenant or expressed or intended so to be and/or every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition or trust or any other thing whatsoever not contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act deed, matter or thing or as aforesaid the Vendor have now rightful and absolute authority to sell, transfer and covey the said Flat and the proportionate importable and undivided share or interest in the said land and the right of user of common areas, parts and the privileges and facilities hereby sold, conveyed, transferred, granted, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser.

b) That the Purchaser and their legal heirs shall and will and at all times hereafter peacefully and quietly possess and enjoy the said unit and the properties appurtenant thereto and receive the rents issues and profits thereof and have right to transfer by way of sale, lease, gift, Will or mortgage or any other alienations etc. without interruption claim or demand whatsoever from or by the Vendor or any person or persons having lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust for the vendor.

c) That the vendor and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said unit or any part thereof or from under or in trust for the vendor shall and will from time to time and at all times hereinafter at the request and cost of the Purchaser do execute or cause to be done or executed all such acts, deeds and things whatsoever for further better or more perfectly assuring the title of the said unit and every part thereof and the properties appurtenant thereto unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required.

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d) The vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or to their Advocate or agent at any time of hearing, commission, examination or otherwise as occasion shall require the deeds and documents mentioned and described herein (as will be available with the Vendor) for the purpose of showing the purchaser's title to the said Flat and the said proportionate undivided share or interest in the said land and the user of common areas privileges and facilities hereby sold, granted, conveyed, transferred, assured or assigned or expressed or intended so to be and every part thereof and also at the like request and cost deliver or cause to be delivered to the said Purchaser such attested or other copies or extracts from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident or acts of God keep the said deed and documents safe un-obliterated and un-cancelled.

e) The Vendor shall deliver khas vacant and peaceful possession of the said flat to the Purchaser simultaneously with the execution and registration of the said Deed of conveyance.

f) That the vendor shall co-operate with the Purchaser in getting the name of the Purchaser mutated in the Govt. Record as well as in the Records of NKDA.

g) That the vendor shall on being called upon by the Purchaser sign all papers, applications and/ or make declarations, affidavits and other writings as may be necessary and thought fit for the purpose of formation and/ or registration.

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THE SCHEDULE "A" ABOVE REFERRED TO:
(The description of the entire Premises)

ALL THAT piece and parcel of bastu Land measuring about 300.09 (Three hundred point and zero nine) square meter be the same or little more or less, situated at Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIIB, Category- HIGI-II, Action Area- IIIB, under New Town Kolkata Development Authority, Police Station- Newtown, District- North 24-Parganas, Kolkata-700160

ON THE SOUTH:

ON THE NORTH:

ON THE EAST:

ON THE WEST:

THE SCHEDULE "B" ABOVE REFERRED TO.
(Description of the flat & car parking space to be sold)

ALL THAT one self-contained **Residential Flat**, with **Tiles flooring** and **lift facility**, being **Flat No. ___**, lying on _____ side of the under constructed G+4 storied building having a super built-up area _____ sq.ft. more or less, **Covered area** of ___ sq.ft. and having a **Carpet area** of _____ sq.ft. consist with **2(Two) Bedrooms, 1 (One) Living / Dining , 1(One) Kitchen, 1(Toilet) Toilet, 1(One) W.C. and 1(One) Balcony** (hereafter called as **Said Flat**) constructed on **Bastu Land** measuring **301.02 (Three hundred and one point and zero two) square meter** be the same or little more or less, situated at **Premises No. 10-0810, Street No. 0810 (13 M. wide), Plot No. 261 in Block No. AA IIIB, Category- HIGI-II, Action Area- IIIB**, under New Town Kolkata Development Authority, Police Station- Newtown, District- North 24-Parganas, Kolkata-700160 together with proportionate share of staircase, landings, common proportionate share of land, right of "Lift", all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and importable proportionate share of the land as shown in the map or plan annexed hereto and thereon bordered with "**RED**" Colour.

SCHEDULE "C" ABOVE REFERRED TO.

1. Stair Case and its landings, Lobbies
2. Lift, Lobbies and Lift machine room (if any)
3. Overhead Water Tank and pipelines
4. Electrical wires, cables, in common areas, meter room
5. Underground Water Reservoir.
6. Pump Room.
7. Water Supply System.
8. Sewage system including pipelines/manholes.
9. Storm water drain;
10. Pipelines, inspection pits and chamber.
11. Electrical System
12. Entrance and Exit gates.

SCHEDULE "D" ABOVE REFERRED TO.

(a) The expenses of maintaining, repairing, decorating and renewing, the main structure and in particulars the drains systems, septic tank, rain water discharge arrangement, water supply system, supply of electricity to all common areas, mentioned in the Schedule- "D" hereto.

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- (b) The expenses of repairing maintaining white washing and colour washing the main structure of the building including the exterior of the building and also the common areas of the building described in the Schedule "D" above written.
- (c) The cost of cleaning and lighting of the entrance of the building, passages and spaces around the building lobby, corridors, staircase and other common areas.
- (d) Salaries, wages, fees, and remunerations of sweepers, Plumbers, electricians, caretakers or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

SCHEDULE "E" ABOVE REFERRED TO.

(Common Expenses)

1. ALL costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed for the same purposes.
3. Insurance premium for insuring the building against earthquake, fire lighting, mob damage, civil commotion etc.
4. ALL charges and deposits for supplies of common utilities.
5. Municipal taxes and other outgoings save those separately assessed on the respective units.
6. Cost and charges of establishments for maintenance of the building and for watch and ward staff.
7. ALL litigation expenses for protecting the title of the land and building.
8. The office expenses incurred for maintaining the office for common purposes.
9. ALL other expenses and outgoings as are deemed by the owner Developer to be necessary incidental for the regulating inter rights of the purchaser.
10. ALL expenses referred to above shall be borne by the purchaser on end from the date of taking charge and/ or possession of the respective units.

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

WITNESSESS:

1.

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Proprietor

SIGNATURE OF THE VENDOR.

2.

SIGNATURE OF THE PURCHASER.

Drafted and prepared by me.

MEMO OF CONSIDERATION:

RECEIVED of and from the within named Purchaser the within in mentioned the sum of **Rs.** _____/- (**Rupess** _____) **only** as and by way of full and final prices or consideration of this indenture, in the manner as per memo below:-

A/C Payee Cheque No. Dated.	Bank & Branch.	Rupees.
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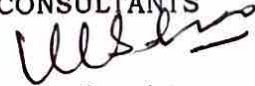
Total Rs. _____/-
(Rupess _____) only

WITNESSES:

- 1.
- 2.

SIGNATURE OF THE VENDOR.

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Proprietor