

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the day of
.....,(2026) Two Thousand and Twenty-Six

BETWEEN

S. S. CONSTRUCTION
Susanta Kumar Chakrabarty
Proprietor

1) MRITUNJAY KARMAKAR (PAN No- AKBPK7310C), son of Late Suklal Karmakar, by Faith Hindu, by Nationality Indian, by Occupation – Business, residing at 241, Bansdroni Place, P.O. & P.S.- Bansdroni, Kolkata- 700070, **(2) SHYAMAL KARMAKAR (PAN No- QDMPK1709M)**, son of Late Suklal Karmakar, by Faith Hindu, by Nationality Indian, by Occupation – Business, residing at 82, Bansdroni Place, P.O. & P.S.- Bansdroni, Kolkata- 700070, **(3) BIMAL KARMAKAR** (PAN No- AVZPK5992M), son of Late Suklal Karmakar, by Faith Hindu, by Nationality Indian, by Occupation – Business, residing at 81, Bansdroni Place, P.O. & P.S.- Bansdroni, Kolkata- 700070, **(4) LAKSHMI KARMAKAR** (PAN No- NLGPK7327J), wife of Late Chittaranjan Karmakar, by Faith Hindu, by Nationality Indian, by Occupation – Housewife, residing at 82, Bansdroni Place, P.O. & P.S.- Bansdroni, Kolkata- 700070, **(5) NIRMAL KARMAKAR** (PAN No- FHJPK3431A), son of Late Chittaranjan Karmakar, by Faith Hindu, by Nationality Indian, by Occupation – Business, residing at 82, Bansdroni Place, P.O. & P.S.- Bansdroni, Kolkata- 700070, **(6) AMAL KARMAKAR** (PAN No- NPNPK4063Q), son of Late Chittaranjan Karmakar, by Faith Hindu, by Nationality Indian, by Occupation – Business, residing at 82, Bansdroni Place, P.O. & P.S. Bansdroni, Kolkata- 700070, **(7) KAMAL KARMAKAR** (PAN No- QDFPK5206L), son of Late Chittaranjan Karmakar, by Faith Hindu, by Nationality Indian, by Occupation – Business, residing at 82,

Bansdroni Place, P.O. & P.S.- Bansdroni, Kolkata- 700070, **(8) PARIMAL KARMAKAR** (PAN No- HYNPK8412G), son of Late Chittaranjan Karmakar, by faith Hindu, by Nationality Indian, by Occupation – Business, residing at 82, Bansdroni Place, P.O. & P.S.- Bansdroni, Kolkata- 700070 represented by its constituted attorney **SRI. SUSANTA KUMAR CHAKRABORTY** (PAN No- ANIPC5922E), s/o Late Anath Bandhu Chakraborty, by faith: Hindu, by occupation – Business, by nationality: Indian, residing at 37, Bansdroni Place, P.O. – Bansdroni, P.S. – Regent Park, Kolkata – 700070, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, legal representatives and assign) of the **FIRST PARTY** ;

A N D

_____ (**PAN NO.** _____) _____ of _____, _____, by faith : Hindu, by occupation: _____, aged about : ____ years, residing at _____, hereinafter called the **“PURCHASER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest) of the **SECOND PARTY**

A N D

S.S. CONSTRUCTION, a sole Proprietorship firm having its office at 31 Bansdroni Place 37, Ward No. 113 under KMC, P.O. & P.S.- Bansdroni, Kolkata- 700070, representative by as proprietor **SRI. SUSANTA KUMAR CHAKRABORTY** (PAN No- ANIPC5922E), s/o Late Anath Bandhu Chakraborty, by faith : Hindu, by occupation – Business, by nationality: Indian, residing at 37, Bansdroni Place, P.O. – Bansdroni, P.S. – Formerly Regent Park now Bansdroni, Kolkata – 700070, hereinafter called the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART / CONFIRMING PARTY**;

AND WHEREAS one Chittaranjan Karmakar and Sukhlal Karmakar mutually divided ALL THAT piece and parcel of land measuring an area of 03 (three) cottahs be a little more or less lying and situated at Mouza Bansdroni comprised in C.S. Dag No. 605 under Khatian no. 372, 373, J.L. No. 45, Touzi No- 63/64 by a deed of partition which was registered at Sub- Registered Alipore vide Book No- I, Volume no- 62, Pages - 77 to 82 , Deed No - 2577, Year- 1973 and in that respect, Sukhlal Karmakar is the owner of the land measuring about 01 cottah 8 chittak 10 sq.ft (more or less) On the other hand, Chittaranjan Karmakar is the owner of land measuring about 01 cottah 7 chittak 35 sq. ft (more or less).

AND WHEREAS one Suklal Karmakar mutated his name in Kolkata Municipal Corporation having its Assessee No-311130700814 and its Premises No- 81, Bansdroni Place, P.S.- Formerly Regent Park now Bansdroni, P.O.- Bansdroni, Kolkata-700070, Ward No- 113 under Kolkata Municipal Corporation, Dist- South 24 Pargs.

AND WHEREAS one Suklal Karmakar died intestate on 07/05/1999 and his wife Makhanbala Karmakar died intestate on 22/11/2020 leaving behind their three sons namely Mritunjay Karmakar, Shyamal Karmakar and Bimal Karmakar and two daughters namely Aparna Karmakar and Mira Karmakar as their only legal heir and successors.

AND WHEREAS Aparna Karmakar and Mira Karmakar gifted their undivided 2/5th portion of share in favor of their brother namely Mritunjay Karmakar, Shyamal Karmakar and Bimal Karmakar by a registered Deed of Gift which was registered at D.S.R.-III, Alipore vide Book No- I, Volumn No- 1603, Pages- 348166 to 348188, Deed No-160312899, Year- 2025.

AND WHEREAS one Chittaranjan Karmakar mutated his name in the Kolkata Municipal Corporation having its Assessee No- 311130700823 and its Premises No- 82, Bansdroni Place, P.S.- Formerly Regent Park now Bansdroni, P.O.- Bansdroni, Kolkata-700070, Ward No- 113 under Kolkata Municipal Corporation, Dist- South 24 pargs.

AND WHEREAS one Chittaranjan Karmakar died intestate on 26/12/2022 leaving behind his wife Lakshmi Karmakar and four sons namely Nirmal Karmakar, Amal Karmakar, Kamal Karmakar and Parimal Karmakar as his only legal heir and successor.

AND WHEREAS Sri Mritunjay Karmakar, Shyamal Karmakar, Bimal Karmakar, Lakshmi Karmakar, Nirmal Karmakar, Amal Karmakar, Kamal Karmakar, Parimal Karmakar Amalgamated their respective plot of land by a Deed of Amalgamation which was registered at D.S.R- III, Alipore vide Book No- I, Volume No- 1603, Pages-362239 to 362266, Deed No- 160312924, Year- 2025.

AND WHEREAS thereafter said Sri Mritunjay Karmakar, Shyamal Karmakar, Bimal Karmakar, Lakshmi Karmakar, Nirmal Karmakar, Amal Karmakar, Kamal Karmakar, Parimal Karmakar the Owners herein are the sole and absolute owner of the said property being the land measuring the piece and parcel of land measuring 03 Cottah 00 chittak 00 sq. ft. (more or less) including structure measuring about 200 sq. ft. (more or less) along with undivided proportionate share of land with common parts, paths and passages appertaining to the said portions lying and situated at Mouza- Bansdrone, comprised in C.S. Dag No. 605 under khatian no. 372, 373, J.L. No. 45, Touzi No- 63/64 being Municipal Premises No- 81, Bansdrone Place, P.S.- Formerly Regent Park

now Bansdroni, P.O.- Bansdroni, Kolkata-700070, Ward No- 113 under Kolkata Municipal Corporation, Assesses No-311130700814, Dist- South 24 pargs. which is more fully and particularly described in the **SCHEDULE** hereto and hereinafter called "**the SAID PROPERTY**".

AND WHEREAS with a view to develop a land as described in the schedule below and to erect multi storied building over the same in terms of a sanctioned building plan to be sanctioned by Kolkata Municipal Corporation, the land owner invited the developer to undertake the charge of such construction or development works of the schedule property at his cost, expenses and effort. In that respect the land owners entered into a registered agreement on 23. 02.2021 which was registered at D.S.R. III, Alipore vide Book No- I, Volume No- 1603, Pages- 400738 to 400779, Being No- 160314881, Year- 2025 and a development Power of Attorney on 23.02.2022 with the developer **SRI. SUSANTA KUMAR CHAKRABORTY** which was duly registered at D.S.R.-III, Alipore, South 24 pargana, vide book no.1 Volume No- 1603, Pages- 401742 to 401767, Being No-160314901, Year- 2025.

AND WHEREAS the Owner/Vendor alongwith Confirming Party herein have agreed to sell herein and the Purchaser herein have agreed to purchase the said flat which is morefully described and written in the **SECOND SCHEDULE** hereunder, at a total consideration

of Rs._____/ - (Rupees _____) only, which is the highest price of the said flat as prevailing market and the possession of the said flat have been already delivered with all fittings and fixtures in habitual condition to the Purchaser herein by the Owner/Vendor herein.

NOW THIS DEED WITNESSETH as follows :-

That in pursuance of the said verbal agreement and in consideration of the said total sum of Rs._____/ - (Rupees _____) only truly paid by the Purchaser to the Owner/ Vendor herein, simultaneously with the execution of these presents (the receipts whereof the Owner/Vendor doth hereby admit and acknowledge as hereunder mentioned in Memo of Consideration) the Owner/Vendor as the owner of the said flat and doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and to said Purchaser herein, free from all encumbrances **ALL THAT** piece and parcel of a self contained residential flat of the _____ **Floor,** _____ **Portion,** _____ **Side flat,** **Flat No. _____ measuring about _____ Square Feet(more or less) super built-up area_____ sq. ft (more or less) built up area} _____ sq. ft (more or less) carpet area TOGETHER WITH** undivided impartible proportionate share of land underneath the building including all structures, fittings, fixtures, lights, liberties, privileges, with all rights of ingress and egress and all easement access and user access whatsoever

belonging to the said flat and **ALL THAT** rights, title, interest, possession, profits, claim, demands whatsoever of the Owner/Vendor herein into or upon the said flat and every part thereof hereby sold, conveyed, transferred to the Purchaser herein including his heirs, executors, administrators and assigns absolutely and forever. That the Owner/Vendor herein doth hereby covenant with the Purchaser herein that notwithstanding any acts, deeds, hereto before done, executed or knowingly suffered to the contrary the Owner/Vendor herein are now lawfully seized and possessed of the said flat, free from all encumbrances, attachments, charges and defeats whatsoever and there is no suit or dispute or case pending in any Court in respect of the said flat and as well as in respect of the said premises and the Owner/Vendor herein have full power and absolute authority to sell or transfer the said flat in any manner herein that the Purchasers herein shall hereafter peaceably and quietly hold, possess and enjoy the said flat as its absolute owner and possessor with absolute access to sell, transfer, gift, mortgage, lease, convey, whatsoever as its sole and absolute owner and possessor. That the Owner/Vendor herein do hereby covenant with the Purchaser herein to save the said flat harmless and shall at all times hereafter indemnify and keep indemnified the Purchaser herein from or against all encumbrances, losses, damages, and charges whatsoever. That the Owner/Vendor herein shall at the

request and at the cost of the Purchaser herein do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said flat and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed. That the Purchaser herein shall be at liberty to enjoy all rights of ingress and egress and to enjoy all easement access over and through and to and from adjacent common passage and road and the Purchaser herein has got every liberty to make all arrangements for electric connection, telephone connection, gas connection, water pipe connection, drainage system over and through the said flat. That the Owner/Vendor herein shall from time to time and at all times hereafter, upon every reasonable request and at the costs of the Purchaser herein produce or to cause to be produced to the Purchaser herein at any trial, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said flat hereby sold, conveyed and transferred to the Purchaser herein.

IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE
OWNER/VENDOR AND CONFIRMING PARTY WITH THE
PURCHASERS as follows :-

1. That the Purchaser shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said flat to any person or persons without any consent of the Owner/Vendor or any other owner or owner of the said building.
2. That the Purchaser's undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the **FIRST SCHEDULE** hereunder written, shall remain joint for all times the other co-owner of the said building at the said premises.
3. **THAT** the Purchaser herein will not liable to pay any amount including penalty or interest to be paid before the Kolkata Municipal Corporation in respect of the said flat for the period up to the date of execution of these presents.
4. That the Purchaser shall have all rights to mutate his name as owner and possessor in respect of the said flat in The Kolkata Municipal Corporation and in the records of any other authorities, in that event the Owner/Vendor shall give their consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchaser.
5. That the Purchaser shall be liable to pay directly to The Kolkata Municipal Corporation or to any other authorities, in respect of the said flat hereby sold and transferred to the Purchaser towards

payment of Owner's share and Occupier's share of rates, taxes, land revenues and other outgoing charges payable for the said flat.

6. That so long as the said flat shall not be separately assessed in the name of the Purchaser for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the Purchaser shall pay proportionate share of the aforesaid charges as levied on the said flat on and from the date of execution of this Deed.

7. That the Purchasers shall have full and absolute access in common with the other Co-owner of the said building in respect of proportionate share of common access, common facilities and common amenities belonging to the said building and belonging to the said premises morefully described in the **FIRST SCHEDULE** hereunder written together with the access of the common use of the roof of the said building at the said premises.

8. That the Purchasers shall have all access to take electric, telephone, gas, water pipe, cable connection, dish antenna, internet connection etc. at the said flat in the name of the Purchaser at the Purchaser's own cost through the common portions and spaces of the said building as well as the said premises.

9. That the Purchasers shall have all access of erecting scaffolding at the common spaces of the said premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions, in respect of the said flat.

10. That all expenses for maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building shall be proportionately born by the Purchasers with the other Co-owner of the said building.

11. That all expenses for running and operation of all common machineries, equipments and other installations, including all costs of maintenance, repairing, shall be borne by the Purchaser proportionately with the other Co-owner of the said building.

12. That the Purchasers has common access, title and interest of the roof situated at the top of the said building at the said premises and the Purchaser shall have access to use and occupy the said roof without any hindrance, obstruction and encumbrances commonly with the other flat/unit owner of the said building.

13. That one Association and/or Society may be formed between the Flat/Unit owner of the said building at the said premises having one representative or nominated person from each flat.

14. That after formation of the said Association and/or Society, the said body will be liable for the running maintenance, repairs, replacement, installations etc. of the said building as well as said premises out of their own fund which will be raised from the flat/unit owner of the said building by the Association and/or Society and the Purchaser including the other flat/unit owner will not demand for the same to the Owner/Vendor herein after formation of the Association and/or Society.

THE OWNER/VENDOR AND CONFIRMING PARTY HEREIN DOTH HEREBY COVENANT WITH THE PURCHASER as follows :-

- i) **THAT** the said flat including the said premises is free from all encumbrances, charges and liens and the Owner/Vendor herein have got free clear and marketable title therein and the Purchaser herein got physical possession of the said flat on _____ and save and except the Owner/Vendor no other persons have any right, title and interest over the said flat and/or any part thereof to transfer and convey the same to the Purchaser herein.
- ii) **THAT** the said flat and including the said premises or its any part thereto is not subject to any acquisition or requisition proceedings and the Owner/Vendor herein have no knowledge of and have not received any such notice from any authority or authorities that effect.

- iii) **THAT** the said premises or any parts thereof is not affected under Urban Land (Ceiling & Regulation) Act, 1976.
- iv) **THAT** no suit or proceedings of whatsoever nature is pending in any court of law in respect of the said flat and including the said premises or any part thereof.
- v) **THAT** the said land at the said premises or any parts thereof and the said flat and or any parts thereto are not charged and/or mortgaged with any bodies, banks, any financial institutions etc. by the Owner/Vendor herein.
- vi) **THAT** the Owner/Vendor herein admit and confirm that if any statements or declarations made in this present regarding the title of the said premises and said flat are to be found not true and false then they will be liable to be implicated in present law and the Owner/Vendor will be liable to return back the entire consideration money with costs and damages to the Purchaser herein and/or his successors.
- vii) **THAT** the Owner/Vendor and Confirming Party herein have joined and confirmed this Deed with the Purchasers herein in order to good and marketable title of the said flat in favour of the Purchaser and they have no claim or demand over the said premises and/or any parts thereto and said flat or any part thereto and the Owner/Vendor herein confirms that the Purchaser is the sole and absolute owner for the same.

FIRST SCHEDULE ABOVE REFERRED TO :

(The Said Premises)

ALL THAT the piece and parcel of land measuring 03 Cottah 00 chittak 00 sq. ft. (more or less) including structure measuring about 200 sq. ft. (more or less) alongwith undivided proportionate share of land with common parts, paths and passages appertaining to the said portions lying and situated at Mouza- Bansdrone, comprised in C.S. Dag No. 605 under khatian no. 372, 373, J.L. No. 45, Touzi No- 63/64 being Municipal Premises No- 81, Bansdrone Place P.S.- Formerly Regent Park now Bansdrone, P.O.- Bansdrone, Kolkata-700070, Ward No- 113 under Kolkata Municipal Corporation, Assesses No-311130700814, Dist-South 24 pargs. butted and bounded as follows :-

<u>ON THE NORTH</u>	: Land of C.S. Dag No. 132.
<u>ON THE SOUTH</u>	: 12 ft. wide Road.
<u>ON THE EAST</u>	: 12 ft. wide Road.
<u>ON THE WEST</u>	: Plot of Hirendralal Sarkar (Plot No. 40).

SECOND SCHEDULE ABOVE REFERRED TO :

(The Said Flat)

ALL THAT a self contained residential flat on the _____ **Floor,** _____ **Portion,** _____ **Side** flat, **Flat No.** _____ measuring about _____ **Square Feet**(more or less) super built-up area _____ **sq. ft (more or less) built up area** _____ **sq. ft (more or less) carpet area, cover parking space being no. _____ & area measuring 135 sq. ft.** of the aforesaid premises together with the land underneath the said flat and all access and liberties in the common areas and facilities attached to the said building at Mouza- Bansdroni, comprised in being Municipal Premises No- 81, Bansdroni Place, P.S.- Formerly Regent Park now Bansdroni, P.O.- Bansdroni, Kolkata-700070, Ward No- 113 under Kolkata Municipal Corporation, Assesses No-311130700814, Dist- South 24 pargs formed out of the First Schedule Property referred above, together with the Ownership of undivided impartible proportionate share of the said land at the said premises and delineated with “RED” border line in the Map or Plan annexed herewith being part of these presents along with absolute access on all doors, windows, fittings, fixtures, walls and common amenities and facilities thereto. All the easement rights pertaining to the said land and said building are to be held and enjoyed by the Purchaser herein with the owner of the other flats/units.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(The Common Portions and Facilities will be used by the co-owner, Owner and their representatives and nominated persons)

The foundation column, beams, supports, stair, stair-case landing, stairways, corridors in between the staircase and the unit, fire escape, entrance, exits, roof, side space, backspace, front space, meter board place and horizontal and vertical support of the building.

1. That the Purchaser shall have the access to use the ultimate roof of the building for drying of clothes and any other daily purpose of her own.
2. Common passage, water pump, water tank or reservoir (underground and overhead), Water pipe, all other common water line, plumbing installations.
3. Electrical fittings in the common areas, electric meter, Board place, electric wiring in the common areas and in the main gate and main electric line, electrical fittings in the common staircase and in the roof.
4. Drainage, sewerage and soil line and rain water pipe and all sewerage line and septic chamber and underground sewerage line and soil line and drainage outlet from the building to the main duct.
5. Boundary walls of the building, back side wall and side wall and front side walls and main gate of the building and the premises.
6. Such other common parts, areas, equipments, installations, fittings, fixtures, covered and open space, uses as common in the said building as are necessary for the passage or the use and occupancy of the flat in common and as are easements of necessity of the building including the roof of the building of the premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

Part I

1. All costs of maintenance, operating, white washing, decorating, and lighting the common portions including outer of the building parking spaces and boundary walls.
2. Salaries and other expenses for all persons, employed for the common purposes.
3. Municipal and other rates and taxes and levies and other outgoings save those separately assessed or incurred in respect of the any flat.
4. Costs of establishment and operation of Society Office expenses, expenses for litigation include for the common purpose.
5. All incidental for the common purpose including for creating fund for replacing, renovating purpose in respect of common portions.

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

SIGNED, SEALED & DELIVERED at Kolkata

in presence of :

WITNESSES :

1.

**Represented by their its constituent
attorney of Owners**

2.

PURCHASER

DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED Rs. _____ /- (**Rupees** _____) **only** from the abovenamed **PURCHASER** in respect of full and final consideration money of the said flat, written name described in **SECOND SCHEDULE** hereinabove as follows :-

(Rupees _____) only.

[illegible]

WITNESSES:

1.

S. S. CONSTRUCTION
Suresh Kumar Chaudhary
Proprietor

2.

DEVELOPER

Drafted by :

Advocate,
Alipore Police Court,
Kolkata: 700027.