

DEED OF CONVEYANCE

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

BETWEEN

(1) SRI KHOUNISH ROY, PAN BZFPR4240E, son of Late Baneswar Roy, by faith Hindu, by nationality Indian, by occupation Unemployed,

(2) SMT. SHRADHANJALI MUKHERJEE, PAN AFPPR0919F, wife of Sri Mausam Mukherjee and married daughter of Late Baneswar Roy, by faith Hindu, by nationality Indian, by occupation House-wife,

(3) SRI RUDRAKSHA RAKSHIT, PAN ADTPR8479A, son of Late Nalinaksha Rakshit, and Late Bani Rakshit, by faith Hindu, by nationality Indian, by occupation Business,

(4) SMT SMRITI GHOSH, PAN BKWPG9077N, wife of Sri Mohitya Prasad Ghosh and married daughter Late Nalinaksha Rakshit and Late Bani Rakshit by faith Hindu, by nationality Indian, by occupation House-wife, all are residing at 41/1, Hidaram Banerjee Lane, P.O. Bowbazar, P.S. Muchipara, Kolkata 700 012, hereinafter called and referred to as the LAND OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns of the **FIRST PART**).

A N D

M/S SUBHO CONSTRUCTION & DEVELOPMENT, PAN AZOPS3024R.

a Proprietorship firm the firm being represented by its sole Proprietor viz - **SRI SANKAR SAHA, PAN AZOPS3024R**, Son of Late Sarbeswer Saha, by faith - Hindu, by Occupation-Business, by Nationality - Indian, residing, at 41, Nainan Para Lane, P.O. & P.S. Baranagar, Kolkata 700-030 District 24-Parganas (North), hereinafter called, identified, recognized and referred to as the '**DEVELOPER**' which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors in

office, successors-in-interest and/or permitted assigns, hereinafter called and referred to as **DEVELOPERS / CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

A N D

(1) _____ (PAN: _____, Aadhaar No. _____), son of _____, by occupation - _____, (2) (PAN: _____, Aadhaar No. _____), Mother/wife of _____, by occupation - _____, (1) & (2) both by faith - Hindu, both by Nationality - Indian, both residing at _____, P.O. - _____, Police Station - _____, Kolkata - _____, District - _____, hereinafter called and referred to as **PURCHASERS**.

WHEREAS That one Jogendra Nath Mukherjee was the absolute owner of the land and premises being No. 41, Hidaram Banerjee Lane, Kolkata who died intestate on 14/05/1907 leaving him surviving one Ganendra Nath Mukherjee and son of his other predeceased son Late Upendra Nath Mukherjee, namely Jatindra Nath Mukherjee as is heirs who jointly inherited and became owners of the said premises no. 41, Hidaram Banerjee Lane, Kolkata.

AND WHEREAS Thereafter the said Ganendra Nath Mukherjee filed a suit for partition being suit No. 400 of 1907 in the Hon'ble High Court at Kolkata against his nephew the said Jatindra Nath Mukherjee and said suit was decreed by an order dated 27/08/1908 whereby a portion of the said premises no. 41, Hidaram Banerjee Lane, Kolkata was allotted to Jatindra Nath

Mukherjee having an area of about 3 Cottahs and 10 Chittaks approximately and the other remaining portion was allotted to the said Ganendra Nath Mukherjee having an area of about 4 Cottahs and 5 Chittaks approximately and the said portion allotted to the said Ganendra Nath Mukherjee was renumbered as premises No. 41/1, Hidaram Banerjee Lane, Kolkata.

AND WHEREAS The said Ganendra Nath Mukherjee died intestate sometimes in the year 1927 leaving behind his only living son Dwijendra Nath Mukherjee and other son Sourendra Mukherjee predeceased his father Ganendra Nath Mukherjee inter alia the ownership in the said premises No. 41/1, Hidaram Banerjee Lane, Kolkata as only owner

AND WHEREAS The wife of Dwijendra Nath Mukherjee, Late Charubala Mukherjee died intestate on or about 17/03/1979.

AND WHEREAS The said Dwijendra Nath Mukherjee died intestate on or about 7th March, 1983, leaving behind the heirs of his married daughters namely Rama Roy wife of Late Baneswar Roy and Smt. Bani Rakshit, wife of Late Malinaksha Rakshit who both predeceased their father Dwijendra Nath Mukherjee and the said legal heirs and successors who jointly inherited the said premises No. 41/1, Hidaram Banerjee Lane, Kolkata-700 012 within the ward no. 48, of the Kolkata Municipal Corporation.

AND WHEREAS the said Rama Roy died intestate on or about in the year 1979 leaving behind her two sons and one daughter namely 1. Ganeswar Roy, 2. Khounish Roy, 3. Sradhanjali Mukherjee, wife of

Sri Mausam Mukherjee and the said Bani Rakshit died intestate on or about in the year 1960 leaving behind her son and daughter namely Rudraksha Rakshit and Smriti Ghosh, wife of Sri Mohitya Prasad Ghosh as their legal heirs and successors and no one else who jointly inherited the said premises No. 41/1, Hidaram Banerjee Lane, Kolkata 700 012 within the ward No. 48, of the Kolkata Municipal Corporation being the first party herein, who jointly mutated their names in the record of the Kolkata Municipal Corporation and became the absolute owners thereof.

AND WHEREAS That the Ganeswar Roy died intestate on 15.08.2017 as bachelor and share devolved upon the present owners.

AND WHEREAS The Owners herein have become desire to develop the said property by constructing a multistoried building on the said premises.

AND WHEREAS Owing to lack of knowledge and experience of the owners in raising such multistoried building upon the said premises, the owners herein has intended to develop the said premises through a recognized developer, who has reputation in the field of construction of masonry building in and around city of Kolkata

AND WHEREAS The owners herein have made contact with the Developer heron and thereby they have elaborately discussed about the prospect of he said project and upon detailed discussion, the owner herein have made approach to the Developer herein to undertake the development job of the said premises.

AND WHEREAS Upon such discussion, the Developer herein has also agreed to undertake the development Agreement for the said proposed construction upon the said premises at the cost and expense of the Developer.

AND WHEREAS being desirous to development said property by constructing multi storied building on the said land after demolishing the existing structure the said Sri Khounish Roy, Smt. Shradhanjali Mukherjee, Sri Rudraksha Rakshit, Smt. Smt Smriti Ghosh have entered into one Development Agreement dated 17.01.2019 with M/s. Subho Construction & Development, a Proprietorship firm having its office at 69/9, Kashinath Dutta Road, Baranagar, Kolkata-700036, North 24 Paraganas, Po & PS-Baranagar. Represented by its proprietor namely Sri Sankar saha (therein described as the 'Developer'). The said Khounish Roy, Smt. Shradhanjali Mukherjee, Sri Rudraksha Rakshit, Smt. Smt Smriti Ghosh have also executed one General Power of Attorney dated 22.02.2019 in favour of the said Sri Sankar saha. The said General Power of Attorney was registered in the office of the A.R.A-II, and recorded in Book No. I, CD Volume No. 1902-2019, Pages from 19009 to 19036, being no. 00501 for the year 2019.

AND WHEREAS as per the terms and conditions of the said Development Agreement and by the strength of the said General Power of Attorney the said Developer have constructed Five Storied (G+4) buildings on the said land as per the Sanctioned Building Plan being Plan No. 2023050021, dated 11.10.2023 sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS after completion of the construction of the said

building Sri _____, the Vendor herein have agreed to purchase one Self Contained Residential Flat being **Flat No.** _____ Measuring about **Sq.ft.** _____ more or less including super built up area on the **Floor, Side** of the said building together with proportionate share of land underneath, right to use and enjoy all common areas and facilities with all easement rights of the said building, morefully described in the Schedule 'B' hereinafter written to the Purchasers along with undivided impartible proportionate share and interest in the land underneath the said building mentioned in the "Schedule A" hereunder, all that one Self Contained Residential Flat being **Flat No.** _____ measuring a Carpet area of **Sq.ft.** _____ more or less equivalent to a Covered area of **Sq.ft.** _____ more or less equivalent to **Sq.ft.** _____ more or less including super built up area on the **Floor, Side** of the Schedule 'A' building together with undivided impartible proportionate share of land, more fully described in the "Schedule B" hereunder written which remaining joint for all times with the other Co-owners who may have or hereto before acquire right, title and interest in the land on which the said building is erected together with common areas or portions the assessment of which are heritable and transferable like other properties and the Purchasers shall have absolute right to sell, transfer, convey and let out the said Flat after purchase and after getting substantial amount of consideration money from the Purchasers, the Vendor delivered physical possession of the said Flat as mentioned in the "Schedule B" hereunder to the Purchasers.

AND WHEREAS the Vendor hereby declare and agreed that he has not entered any agreement for sale for "Schedule B" Flat as mentioned hereinbelow with any Purchaser / Purchasers and after

thereof in common area in possession of the Vendor which is free from all encumbrances, liens, lispendence and charges for whatsoever (hereinafter called the said Flat) **TOGETHER WITH** the undivided impartible proportionate share in the land comprised in the said building free from all encumbrances whatsoever and morefully described in the "Schedule C" hereunder written and equal and the common rights over and in respect of the common facilities hereunder written **OR HOWSOEVER OTHERWISE** the Flat/apartment now are or is heretobefore was or more situated, bounded, called, known numbered, described, distinguished **TOGETHER WITH** common amenities and privileges rights, easements and quasi-easements, reservation and restriction as are morefully contained applicable for sale and/or transfer of a Flat apartment in a residential building **TO HAVE AND TO HOLD** the said Flat hereby granted, sold, conveyed and transferred or expressed and intended as to be unto the use of the Purchasers, their heirs, executors, representatives

and assigns and forever free from all encumbrances but nevertheless subject to the terms and conditions hereinunder written **AND** the Vendor or any of his predecessor-in-title or executed knowingly so far as to the contrary. The Vendor now have good right, full power, absolute authority regarding the said Flat and indefeasible title to grant, sell, convey and transfer, the said Flat hereby granted, sold, conveyed and transferred or expressed or intended so to do so unto and to the use of the Purchasers or their heirs, executors, administrators, representatives and assigns shall from this day and may at all times hereafter peaceably and quietly and possess and enjoy the said Flat and receive the rents, issues and profits thereof without any lawful eviction, interruptions, hindrances claims or demand whatsoever from only the Vendor or any person or persons lawfully and equitably claiming from under or in trust from his or from or under any of his predecessor-in-title **ALL THAT** free and clear freely and clearly absolutely exonerated and released otherwise by and at the costs and expenses of the Vendor well and sufficiently secured or from against all and all manner of claims charges, debts, liens, attachments and encumbrances whatsoever made or suffered by the Vendor or any of his predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid and further that the Vendor and all persons having and lawfully or equitably claiming any estate or interest whatsoever in the said Flat or any part thereof from under or in trust for them and the Vendor or any of his predecessors-in-

title shall be from time to time and at all times hereafter at the request and at the costs of the Purchasers, their heirs, executors, administrators, representatives and assigned in the manner aforesaid as shall or may be required. The Vendor also conveyed the common areas in the said building to the Purchasers herein for common enjoyment of the same along with the other Occupiers/Purchasers of the Flats in the said building. The Purchasers also agreed to bear the common expenses relating to enjoyment of the common amenities and facilities.

COMMON PORTION COMMON TO THE CO-OWNERS OF THE SAID BUILDING :

1. The land, open space, paths, drains, way in the said building.
2. General lighting of the common portion.
3. Sewerage drain from the building to the Municipal Connection drain and/or sewerages.
4. Common municipal water, tube well if any water tank on the terrace in the said building.

COMMON PARTS

1. Land underneath the said building described in the "Schedule A"
2. Underground water reservoir.
3. Water and sewerages pipe from units to drain and sewerage common to the said building.

EASEMENT RIGHTS

1. Right of common passage all the common portions in each and every part thereof the said building including the said unit and including connection for T.V. Pipes labels etc. to the extent if necessary.
2. Right of protection of each portion to each other.
3. Absolute and unencumbered right over the common parts and portions.
4. Such right in support of easement and appurtenances as usually use and occupied or enjoyed as part and parcel of the said undivided share of land and/or the said unit.
5. Right to install T. V. Antenna on the top roof of the said building.
6. Right with workmen, necessary materials to enter upon the said building including the said unit and any other unit for the purpose of repairing any of the common path, common portions or any appurtenances to any units and or anything comprised in any unit in such all cases giving previous notice in writing to the co-owners, affected thereby.

TAXES AND IMPOSITIONS

1. The Purchasers shall from the date of its occupation of the said unit there and pay such proportionate of such municipal taxes and rates or impositions as may be deemed reasonable from time to time to the concern authority.

2. Apart from the amount of such municipal taxes and impositions including the multi storied building tax, Urban Land Tax if and when necessary in respect of the said building proportionate and the said unit wholly.
3. All proportionate each maintenance operating replacing white washing, painting of the outer building, repairing, decorating including the outer walls of the building and boundary walls and determined by the Association of the same.

MAINTENANCE :

1. The expenses of administration maintenance and repair, replacement of the common path and accessories common areas and facilities including white washing painting and decorating and exterior portion of the said building boundary walls, entrance, staircases, common rents, fixtures, fittings and equipments and under or upon the said building enjoyed and used in commonly by the Co-Purchasers or the occupiers thereof.
2. Cost of claiming maintenance and lighting the main entrance, passages, landings, staircases.
3. The costs of working repairs replacement and maintenance pump and other plumbing works to be borne by the Purchasers only and all other service charges for service under in common to all occupiers.

NOW IT IS FURTHER AGREED AND DECLARED BY THE PARTIES as follows :

The Purchasers shall be entitled to sell, gift, mortgage, lease or otherwise alienate to transfer, the property hereby conveyed subject to the terms herein contained to any one without consent of the Vendor or any other who may have acquired before and who may hereafter acquire any right title or interest similar to these acquired by the Purchasers under the terms of this Deed of Conveyance.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the entire land upon which the building has been constructed)

ALL THAT piece and parcel of land measuring an area of **4 Cottahs 5 Chittaks** be the same a little more or less, together with partly one storied measuring 1400 sq.fts. and partly two storied measuring 300 sq.fts. dilapidated building (cemented floor) standing thereon lying and situate at premises No. **41/1, Hidaram Banerjee Lane, P.O. Bowbazar, P.S. Muchipara, Kolkata 700 012**, within Registrar of Assurances-II, Kolkata under Ward no. 48, within the limits of Kolkata Municipal Corporation which is butted and bounded as follows:-

ON THE NORTH : By 27, Baburam Sil Lnae;

ON THE SOUTH : By Hidaram Banerjee Lane;

ON THE EAST : By 41, Hidaram Banerjee Lane:

ON THE WEST : By 42, Hidaram Banerjee Lane

SCHEDULE "B" ABOVE REFERRED TO

(Description of the Flat hereby sold)

ALL THAT one Self Contained Residential Flat being **Flat No.** measuring a Carpet area of **Sq.ft.** more or less equivalent to a Covered area of **Sq.ft.** more or less equivalent to **Sq.ft.** more or less including super built up area on the **Floor, Side** with **Marble Flooring** consisting of () **Bed Room, () Kitchen - cum - Dining and () Toilet** of the above building mentioned in the "***Schedule A***" together with proportionate share of indivisible and importable land, right to use and enjoy all common areas and facilities with all easement rights of the said building. The said flat has been numbered as Municipal Holding No. **41/1, Hidaram Banerjee Lane, P.O. Bowbazar, P.S. Muchipara, Kolkata 700 012**, under Ward No. 48 by the Kolkata Municipal Corporation. The said flat is shown on the annexed plan and bordered "**RED**" which is part of this Deed.

SCHEDULE "C" ABOVE REFERRED TO

(Common Space and facilities)

1. Staircase.
2. Top roof, underground reservoir, overhead tank.
3. Entrance and exits, internal passages.
4. Boundary walls and main gate.
5. Drainage and sewerage lines and other installations for the same (except only those as are in installed within the exclusive area of any unit and/or exclusive for its use).
6. Entrance lobby.
7. Water supply system, water pump room's water reservoir, together with all common plumbing installations for carriage of water (save only those as are exclusive within and for use of any unit).

SCHEDULE "D" ABOVE REFERRED TO

(Common Expenses)

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, rebuilding, reconstruction, lighting the common portions and the common areas in the multistoried building including their outer walls.

2. The salary of all persons employed for the common purposes including darwans, security personnel, sweepers, plumbers, electricians etc.
3. The insurance premium insuring the multistoried building, if any.
4. All charges and deposits for supplies of common utilities to the Co-owners in common.
5. Ground rent, Municipal Tax, Water tax and other levies in respect of the land and the proposed building save those separately assessed on the Purchasers.
6. Cost/Expenses of constitution and operation of the Association.
7. Electricity charges for the electrical energy consumed for the operation of the common services.
8. All litigation expenses incurred for the common purposes and relating to common portions.

The expenses incurred for maintaining an office for common purposes.

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

SIGNED, SEALED AND DELIVERED in the presence of :

1.

2.

SIGNATURE OF VENDOR

SIGNATURE OF PURCHASERS

Drafted by me.

TANMOY MUKHERJEE,
Advocate, HIGH COURT,
CALCUTTA.
Enrolment No.: .

