

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCEE** is made this the \_\_\_\_ day of \_\_\_\_\_ in  
the year Two Thousand Twenty \_\_\_\_\_ (202\_\_)

**BETWEEN**

GUHA & RAY ASSOCIATES  
 Partner  Partner

**1) RAMEN DEBNATH(PAN NO-BYIPD2707G)** son of Late Rebati Mohan Debnath, By Occupation – Business, **(2)CHANDAN DEBNATH (PAN NO-AGSPD8329D)** son of Late Rebati Mohan Debnath , **(3) SWAPAN DEBNATH (PAN NO-AFSPD9741C)** son of Late Rebati Mohan Debnath, **(4) MANJU ACHARYA(PAN NO- AUJPA3057C)** wife of Late Biswajit Acharya and daughter of Late Rebati Mohan Debnath all residing at D-6, Bramhapur Northern Park,P.O- Bansdrone,P.S-Bansdrone,Kolkata-700070 as mailing address and KMC Premises No. 115- HARI SAVA MATH **(5) ANJU DEBNATH(PAN NO-BGSPD6650G)** daughter of Late Rebati Mohan Debnath residing at 88/7/1 , 22 Bigha Sonar Bangla ,Kolkata-700140 and **(6) SIMA DEY(PAN NO-AOIPD1208H)** wife of Tarani Kumar Dey and daughter of Late Rebati Mohan Debnath, residing at D-22, Bramhapur Northern Park P.O- Bansdrone, P.S-Bansdrone, Kolkata-700070, represent by their lawful constituted attorney “**GUHA & RAY ASSOCIATES**” having its business place at 161A M.G. Road, Kolkata – 700082, represented by its partners **1.SRI ANUPAM GUHA(PAN NO-AGJPG0760G)** residing at 5/17 Netaji Nagar, Police Station - Patuli, Kolkata – 700 040, **2.PURANJOY RAY (PAN NO-ADAPR3618N)** residing at 122/1 M.G. Road, Haridevpur,Kolkata-700 082 hereinafter called and referred to as the “**VENDORS/ OWNERS**” (which term or 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 “**ONE PART**”

**AND**

“**GUHA & RAY ASSOCIATES**” having its business place at 161A M.G. Road, Kolkata – 700082, represented by its partners **1.SRI ANUPAM GUHA(PAN NO-AGJPG0760G)** residing at 5/17 Netaji Nagar, Police Station - Patuli, Kolkata – 700 040, **2.PURANJOY RAY (PAN NO-ADAPR3618N)** residing at 122/1 M.G. Road,Haridevpur,Kolkata-700 082 ,hereinafter called and referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and


  
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include his heirs, executors, administrators and representatives) of the  
**“SECOND PART”**

**AND**

\_\_\_\_\_ (AADHAAR NO- \_\_\_\_\_; PAN NO.- \_\_\_\_\_;  
 MOB No-\_\_\_\_\_) son of \_\_\_\_\_, by Faith – Hindu, by Nationality-  
 Indian, residing at \_\_\_\_\_, hereinafter called and referred to as the  
**“PURCHASER”** (which term or expression shall unless excluded by or  
 repugnant to the subject or context be deemed to mean and include his/her  
 heirs, executor, administrator, representative and assign) of the **“OTHER  
 PART”**.

**W H E R E A S :**

once Sri Rebati Mohan Debnath purchased a piece and parcel of land  
 measuring about 4 Cottahs 0 Chittaks 0 Sq. ft appertaining to R. S. No. 169,  
 Touzi No. 60, J. L. No. 48, Mouza – Bramhapur, R.S Khatian No-421 R.S Dag  
 No-9 Pargana – Magura under Police Station – Tollygunge , A. D. S. R. Office  
 Alipore, District 24 Parganas South from Sri Sisir Kumar Roy which was  
 registered at the Office of the A. D. S. R. at Behala and was recorded in its  
 Book No. I, Vol No 21 Pages 18- to 23 being deed no. 928 for the year 1963  
 .He mutated the said property in his name since then it was known and  
 numbered as Premises No. 115- HARI SAVA MATH, under KMC Ward No-112  
 (Assessee No. **31-112-09-0115-5**) and then built a residential house  
 measuring about 900 Sq. ft. thereon. The particulars of which are described  
 in the **“FIRST SCHEDULE”** hereunder written and referred to as the **“Said  
 Property”**.

**AND WHEREAS,** thereafter while enjoying the said property, the said Rebati  
 Mohan Debnath died intestate on 22.01.2009, leaving behind surviving him  
 his wife Priti Debnath, his three sons namely Ramen Debnath, Chandan  
 Debnath ,Swapan Debnath and his three daughters namely Manju  
 Acharya,Anju debnath and Sima Dey , who thereafter became absolutely

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seized and possessed of the property left by him and they were jointly enjoying the same free from all encumbrances.

**AND WHEREAS**, the said Priti Debnath, wife of Late Rebati Mohan Debnath also died intestate on 01.06.2010, leaving behind her three sons namely Ramen Debnath, Chandan Debnath, Swapan Debnath and her three daughters namely Manju Acharya, Anju Debnath and Sima Dey. They thereafter seized and possessed as the owner of the property left by her enjoying the same free from all encumbrances.

**AND WHEREAS**, for financial needs of themselves and their family members the owners herein intended to develop the said property by constructing a new multi storied building comprising of several flats /apartments, car parking spaces and other spaces. For this purposes they approached the Developer to carry out and under the aforesaid planed work of development in the said property by constructing a new residential & commercial building thereon with own finance or advances from the intending Purchaser/s and the Developer has agreed on the terms and conditions hereunder appearing and entered into a Memorandum Of Understanding.

**AND WHEREAS**, the Owners by a Development Agreement being no. 160100832, dated 19.04.2023, registered at District Sub-Registrar office of the D.S.R. – I, and was recorded in its Book - I, Volume number 1601-2023, Page from 32325 to 32367, agreed with the Developer **GUHA & RAY ASSOCIATES** for construction of such building in the aforesaid Premises No. 115 Hari Sava Math, under KMC Ward No-112 (Assessee No. 31-112-09-0115-5), Police Station – previously Regent Park now Bansdrone, Kolkata - 700103, District - 24 Parganas South.

**AND WHEREAS**, the Owners have also executed a Power of Attorney dated 19.04.2023, in favour of the aforesaid developer, whereby the owner authorized the developer to construct such building upon the said premises and to negotiate for sale of flat etc. with the intending Purchaser/s and to receive advance for booking of such flat etc. for consideration. The said power

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was registered at the office of the Sub-Registrar office of the D.S.R. I, and was recorded in its Book No. I, Volume No. 1601-2023, Pages from 32174 to 32195, being no. 106100838 for the year 2023.

**AND WHEREAS,** in pursuance of the agreement for development the owner delivered possession of the land described in the First Schedule hereunder to the developer for construction of Ground + III Storied Building thereon according to the plan as sanctioned by the Kolkata Municipal Corporation vide Building Sanction Plan No. 2023110231 dated 16.10.2023.

**AND WHEREAS,** Both the parties signed an Agreement for Sale dated \_\_\_\_\_, for purchase the unit at Premises No. 115 Hari Sava Math, under KMC Ward No-112 (Assessee No. 31-112-09-0115-5), Police Station – previously Regent Park now Bansdroni, Kolkata - 700103, District - 24 Parganas South.

**AND WHEREAS,** \_\_\_\_\_ son of \_\_\_\_\_, The Purchaser/s herein is desirous of purchasing a unit in the ground floor measuring more or less \_\_\_\_\_ Sq. ft of Carpet Area, be the same a little more or less from Developer's Allocation morefully and particularly mentioned in the **"SECOND SCHEDULE"** below inclusive of common passages, leads to the Unit including proportionate share of land hereinafter referred to as **"THE UNIT"** in the building for a total consideration of Rs.- \_\_\_\_\_/- (Rupees \_\_\_\_\_) only.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the same and in consideration of the sum of Rs.- \_\_\_\_\_/- (Rupees \_\_\_\_\_) only the Union of India well and truly paid by the Purchaser/s to the Owner in the manner stated in the Memo of Consideration appended below (the receipt whereof the Owner do hereby admit and acknowledge and form the payment of the same and every part thereof forever discharge the Purchaser/s) the Owner/Vendor do hereby grant, sell, transfer, convey, assign and assure unto

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the Purchaser/s ALL THAT undivided proportionate impartible share of land comprised in KMC. Premises No. 115 Hari Sava Math, under KMC Ward No-112 (Assessee No. 31-112-09-0115-5), Police Station – previously Regent Park now Bansdrone, Kolkata - 700103, District - 24 Parganas South, being the entirety of such land and premises more fully described in the **FIRST SCHEDULE** hereunder written and attributable to the said Commercial Unit in the ground floor measuring more or less \_\_\_\_ Sq. ft of Carpet Area, be the same a little more or less of the said building in the said KMC Premises No. Premises No. 115 Hari Sava Math, under KMC Ward No-112 (Assessee No. 31-112-09-0115-5), Police Station – previously Regent Park now Bansdrone, Kolkata - 700103, District - 24 Parganas South, as delineated in the MAP/PLAN annexed hereto and thereon colour in RED border and morefully and particularly described in the **“SECOND SCHEDULE”** hereunder written. The common parts had described and mentioned in the **“THIRD SCHEDULE”** hereunder written BUT subject to the Purchaser/s paying and discharging municipal taxes and impositions for Commercial Unit in the ground floor measuring more or less \_\_\_\_ Sq. ft of Carpet Area, be the same a little more or less of the said building and the expenses which are mentioned in the **FOURTH SCHEDULE** hereunder written proportionately and all other outgoings in connection with the said Commercial Unit in the ground floor measuring more or less \_\_\_\_ Sq. ft of Carpet Area, be the same a little more or less of the said building and for the said common areas proportionately AND SUBJECT TO the other stipulations and provisions and/ or restrictions more fully described in the **FIFTH SCHEDULE** hereunder written TOGETHER WITH all benefits and advantages of ancient and other rights, liberties, easement, privileges, appendages and appurtenances whatsoever to the said undivided proportionate impartible share of land in the said premises together with Commercial Unit in the ground floor measuring more or less \_\_\_\_ Sq. ft of Carpet Area, be the same a little more or less of the said building and/or any part thereof belonging or otherwise appertaining to or with the same or any part thereof and all the reversion and reversions remainder and reminders and rents issues and profit thereof and every part thereof AND FURTHER

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THAT the aforesaid purchaser/s have had taken possession of their demised Residential/Commercial mentioned in the **SECOND SCHEDULE** hereunder written and accepted the same and executing these presents being a party hereto.

**AND FURTHER THE OWNER/VENDOR DO COVENANT WITH THE PURCHASER/S AS FOLLOWS:**

1. The Purchaser/s shall be entitled to all rights, easements, quasi easement, appendages and appurtenances, whatsoever, belonging or in any way appertaining to the said Unit of the said building.
2. The Purchaser/s shall use the above mentioned Unit for Commercial purpose only and no other purposes.
3. So long the said Unit shall not be separately assessed the said Purchaser/s shall pay from the date of execution of the Deed of Conveyance and/or occupations taken by the Purchaser/s whichever date is earlier the proportionate share of Municipal taxes as per apportionment to the extent of the Flat made by the owner/vendor and he will also pay the proportionate tax to the State Government if any proportionately as apportioned by the said vendor only to the extent of the Purchaser/s for the Commercial Unit.
4. The Purchaser/s shall pay all taxes, building maintenance, rates impositions and other outgoings in respect of the said Commercial Unit proportionately as may be imposed by The Kolkata Municipal Corporation and/or the Central or State Government and shall also pay all such betterment fees or development charges or any other taxes or payment of similar nature.
5. The Purchaser/s shall maintain the said Unit situated on the \_\_\_\_\_ floor of the building at his own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the Government both Central and State, The Kolkata

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Municipal Corporation and/or any other Authorities and Local Bodies and also particulars to observe and maintain such rules, By-laws framed by the Association of Flat Owners to be formed for the protection of the building and all the flat Owners including the Purchaser/s shall be responsible for all violations of any conditions, laws, Bye-laws, Rules and Regulations of the association to be formed by the flat owners including the Purchaser/s herein.

6. The said Purchaser/s shall not make such construction or structural alteration of the building causing any damages to other flats or causing obstruction to other owners of the flats of the building.

7. The Purchaser/s shall have full right and authority to sell, transfer, convey and mortgage, his Unit and/or his possession or dispose of his Unit and/or his possession or to assign let out or part with his interest possession benefit of his Unit or any part thereof provided that the transferee shall agree in writing to observe and perform the covenants herein contained and the rules and Bye-laws relating to the said building to be formed by the Association.

8. Pending K.M.C. Tax for the \_\_\_\_\_ floor of the Building will be paid by the Seller.

AND FURTHERMORE that the vendor/owner and all his heirs, executors and administrators, representatives shall at all times hereinafter indemnify and keep indemnified the Purchaser/s and his heirs and executors, administrators and assigns, against loss, damages, costs, charges, expenses, if it is suffered by reasons of any defect in the title of the Purchaser/s by the vendor/Owner or any breach of the covenants hereafter contained. Simultaneously, the execution and registration of the conveyance of the said Unit the vendor shall hand over the Purchaser/s the necessary photocopies of document such as The Kolkata Municipal Corporation Tax Receipts, copy of the sanctioned building plan, copies of all other deeds and papers etc. for perfection of the purchaser's title.

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**FIRST SCHEDULE ABOVE REFERRED TO**

(Municipal Premises No. 115, Hari Sava Math ,  
Police Station - Regent Park now Bansdroni , Kolkata - 700 103 )

All that land measuring about 4 Cottahs 0 Chittaks 0 Sq. ft to R. S. No. 169, Touzi No. 60, J. L. No. 48, Mouza – Bramhapur, R.S Khatian No-421 R.S Dag No-9 Pargana – Magura under Police Station – Tollygunge , District 24 Parganas South now known and numbered as KMC Premises No - 115 Hari Sava Math, under KMC Ward No-112 (Assessee No. 31-112-09-0115-5), Police Station – previously Regent Park now Bansdroni , Kolkata - 700103, District 24 Parganas South, which is butted and bounded as follows :

**ON THE NORTH :** Land of Plot No 22.

**ON THE EAST :** 16 ft. wide road

**ON THE SOUTH :** Land.

**ON THE WEST :** Land.

OR HOWEVER OTHERWISE the same may be butted and bounded and known numbered called described and/or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(The Said Unit)**

All that the Unit on the \_\_\_\_ Floor, measuring more or less \_\_\_\_ Sq. ft of Carpet Area, be the same a little more or less from Developer's Allocation with the right to egress and ingress together with proportionate undivided share or interest comprised in the said premises attributable pro-rata to the said Unit on the \_\_\_\_ Floor on the said building, situate and lying at KMC Premises No - 115 Hari Sava Math, under KMC Ward No-112 (Assessee No. 31-112-09-0115-5), Police Station – previously Regent Park now Bansdroni, Kolkata – 700103.


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**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Common portions and facilities)

1. The space within the building comprises of the main entrance in the ground floor.
2. The foundation column, beams, supports, main walls of the building and the staircases.
3. The installation for common services such as the drainage systems in the premises, water supply arrangement, the pumps and motors thereof in the premises and electric connection with installations of common meters, and fittings.
4. Reservoir on the roof of the top floor of the building pump, motor, pipes and all other apparatus and installations in the premises for common use.
5. Septic tanks, pits and sewerage lines thereto connected.
6. Such other common parts areas, equipments, installation, fixtures, fittings and spaces in or about the said building as are necessary for use and occupancy of the Units in the common and as are specified by the Vendors expressly to be the common parts after construction of the building
7. Staircase and landing on all floors.
8. All the Owners shall be entitled to use ultimate roof of the building at all time.
9. Water connection.
10. Electrical wiring, meters and electrical installations and fittings excluding those as are installed for any particular Unit.
11. Water pump, water tank, water pipes and other common plumbing installation.
12. Boundary walls and main gates.
13. Drainage and sewerage.

  
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**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Common expenses towards proportionate area of ownership)

1. All charges and deposit for salary of the darwans or security guard, sweeper and other incidental costs like maintenance of pump etc. and electricity charges for the common area maintenance.
2. The Kolkata Municipal Corporation taxes and other outgoings save those as are separately assessed on the respective unit.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**1. TITLE & CONSTRUCTION:-**

The Purchaser/s has examined the plans, the Deeds of the Vendor of the premises and the facilities fittings and fixtures as has been provided in the building including the said Commercial Unit has fully satisfied with regard thereto and the nature, scope and extent of the benefits, rights and interest provided to the Purchaser/s and shall not make any claim or demand whatsoever against the Vendor and/or put any requisition concerning the nature, scope and extent thereof.

**2. TRANSFER AND DISMEMBERMENT:-**

i) The properties and the right hereby conveyed to the Purchaser/s for the Commercial Unit shall be one and shall not be partitioned or dismembered in any manner save and except with the consent of the co-owners.

ii) In case of any transfer: If the Purchaser/s diverse ownership of the said Commercial Unit then such transfer shall be accompanied by the


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transfer of all shares of interest that the Purchaser/s may have in the building and such transfer shall be subject to the condition that the transferee shall abide by all its obligations and pay all amounts payable of and by the Purchaser/s hereunder and such transferee may have hereunder. Moreover any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the land.

**3. MUTATION, TAXES AND IMPOSITIONS: -**

- i) The Purchaser/s shall apply for and have the said Commercial Unit separately assessed for the purpose of assessment of municipal rates and taxes in so far as the same are allowable in law and shall also apply for mutation in his name as Purchaser/s and/or Co-owner in the relevant Municipal and other records .
- ii) Besides the amount of such Municipal rates taxes and impositions the Purchaser/s shall also bear and pay all other taxes and impositions in respect of the building proportionately and/or the said Commercial Unit wholly.

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

**SIGNED AND DELIVERED**

at Kolkata in presence of

**WITNESSES:**

1.

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**SIGNATURE OF THE OWNER**

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**SIGNATURE OF THE DEVELOPER**

2.

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**SIGNATURE OF THE PURCHASER**

**Drafted By:**

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Advocate  
Alipore Police Court  
Kolkata – 700027.

GUHA & RAY ASSOCIATES  
*[Signature]* Partner *[Signature]* Partner

**MEMO OF CONSIDERATION**

Received from the abovementioned purchaser/s the abovementioned sum of  
Rs.- \_\_\_\_\_/- (Rupees \_\_\_\_\_) only, in the following manner:-

SL. No.	Cheque No.	Date	Bank	Branch	Amount
1.					
<b>TOTAL:</b>					

(Rupees \_\_\_\_\_) Only

**IN PRESENCE OF  
WITNESSES: -**

1.

**SIGNATURE OF THE DEVELOPER**

2.

GUHA & RAY ASSOCIATES  
 Partner  
 Partner