

# DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this \_\_\_\_\_ Day  
of \_\_\_\_\_ 2026.

## BETWEEN

SRI RATAN SHAW (PAN:ATEPS3004M) son of Sri Joyprakash Shaw, By Nationality Indian, By Faith Hindu, By Occupation carrying on Development and Promoting Business as sole proprietor under the trade name style of M/S. SHAW PARIVAR, having Office and Residence at 117, Sree Aurabindo Sarani, P.O.- Beadon Street, P.S. - Shyampukur, Kolkata- 700006, the Party of the FIRST PART (which terms or expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, Legal Representatives and assigns) hereinafter called and referred to as the LAND OWNER/ VENDOR/ DEVELOPER.

## AND

MR./MS. \_\_\_\_\_ (PAN: \_\_\_\_\_  
\_\_\_\_\_) , Son/wife/daughter of \_\_\_\_\_, by Nationality-  
Indian Faith- \_\_\_\_\_, By Occupation- , Business/Service/House-wife,  
Residing at \_\_\_\_\_, Party of the  
SECOND PART (which terms or expression shall unless excluded by or  
repugnant to the context or subject be deemed to mean and include his  
heirs, executors, administrators, Legal Representatives and assigns)  
hereinafter called and referred to as the PURCHASER(S).

SHAW PARIVAR  
*Ratan Shaw*  
Proprietor

**WHEREAS** one Amaresh Chandra Mitra, along with several properties, was seized and possessed of one land and building lying and situated at and being Premises No. 13D, Dani Ghosh Sarani, (formerly Beadon Street), P.O.-Beadon Street P.S.- Burtolla, Kolkata-700006, more fully and particularly described in the Schedule hereunder written, by virtue of an Award made and published on 14<sup>th</sup> August, 1940, in an amicable partition registered with the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 65, Pages from 156 to 195, Being No. 2650 for the year 1940.

**AND WHEREAS**, the said Amaresh Chandra Mitra died intestate on the 2nd. Day of June 1953, leaving behind him surviving two sons namely Rupendra Nath Mitra and Ranendra Nath Mitra those who jointly entitled to all the properties left by their father and they were in possession and enjoyment of the said properties in equal share.

**AND WHEREAS** the said Rupendra Nath Mitra while in the possession and enjoyment of the said properties, his wife Smt. Protima Sundari Mitra predeceased him on the 8th.day of January'1932 and he executed a Trust Deed, which was duly and registered, in the Office of the Registrar of Assurance, Calcutta on the 11th.day of May 1988 and recorded Book No.-I, Volume No.171, Pages from 274 to 284, Being No. 5076 for the year 1988. bequeathing his said share and interest of her share and interest of his properties, in favour of his two sons namely Bidyut Kumar Mitra and Prodyot Kumar Mitra as his another son namely Dr. Sanat Kumar Mitra was established in USA and two married daughters namely Smt.Jyotsyna Sircar and Smt. Jharna Roy were living with their respective husband being well placed in their respective life.

**AND WHEREAS** the said Ranendra Nath Mitra s/o. Late Amaresh Chandra Mitra died intestate without any child, on 1<sup>st</sup> day of June,1972 leaving behind him surviving only his wife Smt. Labanyalata Mitra as his sole heiress and legal representative who inherited the share

and interest of the properties left by her said husband, free from all encumbrances.

**AND WHEREAS** subsequently the said Smt. Labanyalata Mitra wife of Late Ranendra Nath Mitra also executed a Trust Deed and registered the same, in the Office of the Registrar of Assurance, Calcutta on the 11th.day of May 1988 and recorded the same in Book No.-I, Volume No.171, Pages from 285 to 295 , Being No. 5077, for the year 1988 bequeathing her said share and interest of properties in favour of two sons of Rupendra Nath Mitra namely Bidyut Kumar Mitra and Prodyot Kumar Mitra as another son of the said Rupendra Nath Mitra, namely Dr. Sanat Kumar Mitra was established and settled in USA and two married daughters namely Smt. Jyotsna Sircar and Smt. Jharna Roy were living with their respective husband being well placed in their respective life.

**AND WHEREAS** in such manner since death of Rupendra Nath Mitra on the 19<sup>th</sup> day of September,1991 and since death of Smt. Labanyalata Mitra, on the 2<sup>nd</sup>. day of October' 1990 by virtue of their respective Trust Deed, the said Bidyut Kumar Mitra and Prodyot Kumar Mitra, both sons of Late Rupendra Nath Mitra along with other properties, became joint owners of the three storied brick built building within a land measuring 3(Three) Cottahas 1(One) Chhitaks 33 Sq.Ft. more or less lying and situated at and being Premises No. 13D, Dani Ghosh Sarani,(formerly Beadon Street), P.O.-Beadon Street, P.S:- Burtolla, Kolkata-700006 more fully and particularly mentioned and described in the Schedule hereunder written.

**AND WHEREAS** while in possession and enjoyment of the aforesaid properties, out of the aforesaid two sons of Rupendra Nath Mitra, Bidyut Kumar Mitra died intestate as bachelor on 5th. Day of April'1991 and the said Prodyot Kumar Mitra also died intestate on 5th. Day of May'1997, leaving behind him surviving his wife Smt.Manjari Mitra, one son namely Sandip Chandra Mitra and one married daughter namely

Smt. Alpana Dutt and as joint owners and since acquiring the said property, they duly mutated their names in the assessment record of the Kolkata Municipal Corporation vide Assessee No.110260500375.

**AND WHEREAS** on 15<sup>th</sup> day of February'2009, the aforesaid Manjari Mitra, w/o Late Prodyot Kumar Mitra, died intestate leaving behind her said son namely Sri Sandip Chandra Mitra and one married Daughter namely Smt. Alpana Dutt and in such manner the parties of the First Part herein became joint owners of the said property being three storied brick built dwelling house within an area of 3(Three) Cottahas 1(One) Chhitaks 33 Sq.Ft. more or less lying and situated at and being Premises No. 13D, Dani Ghosh Sarani, (formerly Beadon Street), P.O. -Beadon Street, P.S.- Burtolla, Kolkata- 700006, free from all encumbrances, charges, liens, lispendens, claims, demands, liabilities, acquisitions, requisitions, alignments, attachment and trust whatsoever.

**AND WHEREAS** the said owners namely Sri Sandip Chandra Mitra and Smt. Alpana Dutt thereafter sold **ALL THAT** the said piece and parcel of land with right of user of all common amenities and facilities and all common spaces, entrance stair, roof etc. of the Premises within an area of land measuring 3(Three) Cottahas 1(One) Chhitaks 33 Sq.Ft. more or less lying and situated at and being Premises No. 13D, Dani Ghosh Sarani, (formerly Beadon Street), P.O.-Beadon Street P.S.- Burtolla, Kolkata-700006, within the Kolkata Municipal Corporation Ward No. 26, to the present Owner namely Ratan Shaw, By virtue of a Deed of Conveyance executed and registered on the 3<sup>rd</sup>. day of May '2023 at the Office of the Registrar of Assurances-I, Kolkata and recorded in Book No.-I, Volume No.1901-2023, Pages from 136106 to 136130, Being No. 190103580 for the year 2023.

**AND WHEREAS** since purchasing the aforesaid old and dilapidated Premises/building the said Party of the First Part become an absolute Owner of the said Premises, and as an absolute owner, the said

First Party Sri Ratan Shaw duly mutated his name in the assessment record of the Kolkata Municipal Corporation vide Assessee No. 110171100021 and with intention to develop the said property/premises, after demolishing the old and dilapidated building, he started construction of a multistoried building thereon containing several self contained Residential Units/Flats, garages, shops etc. as per Plan duly sanctioned/ approved by the Kolkata Municipal corporation vide permit No.2024040014 dated 28-06-2024, for sale of such units to the intending purchaser or purchasers.

**AND WHEREAS** the Party of the Second Part herein, relying upon the statement and declaration of the First Party, Owner/Developer/ Vendor and on verification of the copy of the title Deed, Plan and other documents relating to the said Premises, desires to purchase one self contained residential Flat at his choice measuring .....Sq.ft. Super built-up area equivalent to ..... Sq.ft. covered area or ..... Sq.ft. Carpet area more or less with marble floor and lift facility, being Flat No. .... on the floor of the multi storied building at Premises No. 13D, Dani Ghosh Sarani, (formerly Beadon Street), P.O.- Beadon Street, P.S. -Burtolla Kolkata- 700006 and the Land Owner/Developer/Vendor herein has also agreed to sell, the aforesaid Flat No . on the floor, measuring Sq.ft. Super Built-up area equivelant to Sq.Ft. Covered Area or Sq.ft. Carpet area more or less at or for a price and or consideration of Rs. /- (Rupees )

only together with impartial proportionate share and interest of land underneath the said building and with all common amenities and facilities whatsoever of the said premises described below in Schedule 'A' & 'B' together with the common right of using the staircase, Lift, landings, entrance, roof and open spaces, surrounding the said building and all common facilities and amenities thereto, more Particularly described in the Schedules 'C' & 'D' hereunder written and as per the Money Receipts the Second Party/purchaser herein has paid the full amount of the said consideration

price as per memo of consideration, hereunder written and as such the parties herein are executing this present Deed of Conveyance for Registration of the same.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of the said Total amount of price and or consideration of Rs.....(Rupees .....)only, paid by the purchaser(s) to the Owner/ Developer/ Vendor, before execution of this present Deed of Conveyance, towards the price of the said self contained Residential Flat being No..... , on the .....Floor, measuring.....Sq.ft. Super built-up area equivalent to .....Sq.ft. covered area or.....Sq.ft. carpet area more or less with marble floor and Lift facility at Premises No. 13D, Dani Ghosh Sarani, (formerly named as Beadon Street),P.O.- Beadon Street, P.S. - Burtolla Kolkata-700006, with marble floor and Lift facility consisting of ..... Bed Rooms, Dining Room one Kitchen Room one WC one Toilet on the ..... floor, of the said newly constructed multistoried building lying and situated at and being Premises No. 13D, Dani Ghosh Sarani, (formerly Beadon Street),P.O.- Beadon Street, P.S. -Burtolla Kolkata-700006, within the limits of the Kolkata Municipal Corporation in Ward No. 026, more fully described in the **SCHEDULE "B"**, of the said multistoried building, described in **SCHEDULE "A"**, (the receipt whereof the Owner/Developer/ Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby conveyed, transferred, acquit, release and forever discharge unto the said purchaser(s) free from all encumbrances, lien charge and lispences whatsoever) **ALL THAT** the aforesaid Unit/Flat as described in **SCHEDULE "B"** of the said Premises, more fully described in **SCHEDULE "A"** hereunder written **TOGETHER WITH** the proportionate undividable impartial share of land comprised in the said building and all common amenities and facilities according to the purchasers' share with right to use common passage and open spaces on the Ground floor, Staircase and

roof, against proper maintenance charges and liabilities proportionately and to get all benefits, privileges, easement and upon whatsoever in the said purchased **UNIT** as described in the **SCHEDULE "C"** and **"D"** hereunder written. **TO HAVE AND TO HOLD, OWN** and **POSSESSES** the same unto the land and newly constructed building to the use of the purchaser(s), together with the proportionate impartial share of land thereon **NOT WITHSTANDING** any act deed or thing hereto before been executed or knowingly suffered to the contrary the Land Owner/Developer/Vendor is now lawfully seized and possessed of the said unit free from all encumbrances, attachment or defect in the title whatsoever and that the **OWNER/ DEVELOPER/VENDOR** has full power and absolute authority to sell the said "UNIT/FLAT" in the manner aforesaid and the Purchaser(s) shall at all times hereafter peaceably and quietly possess and enjoy the said unit as described in **SCHEDULE "B"** and profit thereof and shall also be entitled to the same hereby conveyed subject to the terms and conditions incorporated in these present and **FURTHER** that the said Owner/Developer/Vendor and his/their Legal Representatives or Assigns or Successors-in-Office, covenant with the Purchaser(s) and his/their heirs, executors, administrators, legal representatives or assigns, free from all encumbrances, charges lines, lispences whatsoever **AND THAT** the Owner/Developer/Vendor and his legal representatives or assigns or Successors-in-Office shall at all times hereafter at the request and cost of the Purchaser(s) or his/her/their heirs or legal representatives shall do and execute or cause to be done or executed all such further act deeds or things whatsoever as may reasonably be required for further and more perfectly conveying and assuring the said unit hereof unto and to the use of the Purchaser(s).

**AND IT IS HEREBY AGREED TO BY AND BETWEEN THE  
OWNER/DEVELOPER/VENDOR AND THE PURCHASER(S) AS**

**FOLLOWS:-** (Be it noted that words importing Singular number shall also include Plural number and vice versa and all words and personal pronoun relating thereto shall be read and construed as the number and gender of the party/Parties require and the verb shall be read and construed as agreeing with the required word and pronoun.)

1. **THAT the** Purchaser(s) shall be liable to pay directly the proportionate Municipal Taxes and the outgoings now payable or to be payable hereafter in respect of the Purchased Unit described in the **SCHEDULE -"B"**.
2. **THAT the** Purchaser(s) shall regularly pay the charges, levies, costs and expenses, proportionately for common areas including maintenance and service in respect of the Purchased Unit described in **SCHEDULE "B"**
3. **THAT the** Purchaser(s) shall maintain and repair the internal portion of the said Purchased Portion/Unit described in **SCHEDULE "B"** in all respect solely at their own cost.
4. **THAT the** Purchaser(s) has agreed to contribute and pay from time to time and at all times, the proportionate share towards the costs, expenses and outgoings in respect of the Purchased Portion/Unit described in **SCHEDULE "B"** and also to pay other taxes and or such other outgoings to be lawfully and equitably levied hereafter with the other Co-Owners of the building.
5. **THAT the** apportionment of all outgoings shall be paid by the Purchaser(s) on the basis of the proportionate area of the purchased portion/unit.
6. **THAT the** Purchaser(s) shall use the said Unit in such manner which may not cause or likely to be caused nuisance to other Owners/Occupiers of the said building nor shall use the same for any illegal or immoral purpose against the public policy.

7. **THAT the** Purchaser(s) shall not at any time demolish or cause to be demolished or damage the said property being the said purchased portion/unit described in the **SCHEDULE "B"** or any part thereof, which may affect the safety, security and beauty of the building or may cause any problem to other Owners of the said building.
8. **THAT the** Purchaser(s) shall not at any time make or cause to be made any such addition or alteration of the purchased portion, which may affect the safety, security and beauty of the building or may cause any problem to other Owners of the said building.
9. **THAT the** Purchaser(s) shall have common right on the roof of the building and they will not have any objection and or any claim, in case of legal construction of further floor or floors by the Owner/Developer, while ultimate top roof will be common for all the Flat Owners and occupiers of the said building.
10. **THAT the** Purchaser(s) under take that if any grills and/or any door or shutter are damaged that must be replaced by the Purchaser(s) without affecting the existing design or colour of the same and also without affecting the outside elevation or design of the building in any manner whatsoever.
11. **THAT the** Purchaser(s) shall not throw or accumulate or caused to be thrown or accumulated any garbage and dirt or permit or allowed the same to be thrown or accumulated or store any articles, within the common portion of the Premises or any portion of lobby or open common space.
12. **THAT the** Purchaser(s) shall not use coal, fire wood or any highly inflammable and or, combustible and illegal materials or similar articles in the said Unit in any manner whatsoever except domestic purposes only

and shall not carry on any such activity which may create any vibration/sound/ heat/ bad smell/smoke or such other pollution.

13. **THAT the** Purchaser(s) shall agree to join/Form an Association with the owners of other flats and/or other units/ establishment in the said building for due maintenance and repairing of the external portion of the building, including rain water pipe, soil pipes, water pipes, electric wirings and lighting for the common passage used in common with other owners and also agreed to bear the proportionate cost and expenses of the same to be decided by the Owners' Association.

14. **THAT the** Purchaser(s) undertake that in case of transferring the said Purchased Portion/Unit described in the **Schedule- "B"** to any other, he/they must incorporate all the terms and conditions as mentioned in this present deed of Conveyance .

15. **THAT the** Purchaser(s) shall pay proportionate share of the Municipal Tax, Government rent, or other taxes, with effect from the date of taking possession of the property or Registration of the Deed of Conveyance whichever is earlier.

16. **THAT the** Purchaser(s) further undertake that in any case they shall not claim the common passage and or the common spaces as specifically mentioned in the Schedule as their absolute property but shall enjoy the said common facilities with the other co-owners of the said building with the right to egress and ingress to and from the main entrance of the building .

17. **THAT the** Purchaser(s) shall abide by all the laws, bylaws, rule and regulation of the competent authorities and also those which may be formed by the Association of the Unit/Flat Owners of the said building.

**18. THAT the** Purchaser(s) agreed that after execution and registration of the deed if any addition/alteration in or about and relating to the said building are hereafter required to be carried out by Government, Municipality or any statutory Authority the same shall be carried out by the Purchaser(s) in co-operation with the other owners of the Unit/Flats in the building at their, cost proportionately.

**SCHEDULE "A" BOVE REFERRED TO**  
**(Description of the Property/Premises)**

**ALL THAT** piece and parcel of land measuring 3(Three) Cottahas 1(One) Chhitaks 33 Sq.Ft. more or less which and physically measuring 2(Two) Cottahs 15(Fifteen) Chhitaks 23 (Twenty-three) Sq.ft. more or less lying and situated at and being Premises No. 13D, Dani Ghosh Sarani, (formerly Beadon Street), P.O.- Beadon Street, P.S. -Burtolla Kolkata-700006, within the limits of the Kolkata Municipal Corporation in Ward No. 026, having Assessee No.110260500375. which property/ Premises is butted and bounded by as follows:-

ON THE NORTH:- Dani Ghosh Sarani,(formerly Beadon Street)

ON THE SOUTH:- 9, RajKrishna Lane.

ON THE EAST:- Municipal Lane,

ON THE WEST:- 13C, Dani Ghosh Sarani.

**THE SCHEDULE "B" ABOVE REFERRED TO**  
**(Description of the Unit hereby sold )**

**ALL THAT** one self contained Unit being Flat No..... on the .....Floor (..... portion), measuring ..... Sq.ft. Super Built-up area equivelant to.....Sq.ft. Covered Area or.....Sq.ft. Carpet area more or less with marble floor, Car parking no. .... with area 135 Sq. ft. and lift facility, in the multistoried building at Premises No. 13D, Dani Ghosh Sarani, (formerly Beadon Street),P.O.-Beadon Street, P.S. -Burtolla, Kolkata-700006, within the limits of the Kolkata Municipal Corporation in Ward No. 026, mentioned above in schedule 'A' together with proportionate undividable share and interest of land, underneath the building and all common amenities and facilities thereon and therein including drainage, sewerage, pathways, landing staircase etc.

**SCHEDULE 'C' ABOVE REFERRED TO**

**(Description of common portion)**

1. **Areas:** (a) The foundation, columns, girders, beams, supports, main walls, Landing, fire escapes, (b) Open and covered paths and passages, (c) Common Toilet on the Ground floor if any, (d) Lobbies and Staircases and landings from the First floor to the top floor of the Building (e) Boundary Walls, path, passages, drive ways and main entrance for egress and ingress.
2. **Water and Plumbing :** (a) Water reservoir/Deep tube well if any, and Overhead Tanks on the Top Roof (b) Water pipes, save those installed inside the respective Unit.
3. **Electrical Installations :** (a) Wiring and Accessories for lighting the common portion of the building (b) Water Pump, (c) Pump and motor Room, (d) Lift and Lift room.
4. **Drains :** (a) Drains, sewers and pipes,(b)Drainage connection with the KMC Main line.

5. **Others** : Other common areas and installations and/or equipment as are provided for common use and enjoyment of the owners.

**SCHEDULE 'D' ABOVE REFERRED TO**  
**(The Common Liabilities)**

1. **Association** : Establishment and all other capital and operational expenses of the Association.
2. **Common Liabilities** : All proportionate charges and deposits for Electric supplies for common purposes and the charges for the electricity consumed in respect of the common areas/portions.
3. **Electricity** :All proportionate charges for the fire fighting/fire protection equipments if any. the electricity consumed in respect of the common areas/portions and common purposes.
4. **Maintenance**: All proportionate cost of maintaining, operating, replacing repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting and renovating the common portions, including the exterior of interior except the respective owners/occupiers inside portion.
5. **Recurring Expenses**: All proportionate expenses for running and operating all machinery, equipment and installations comprised in the common portion Including water, pumps and other common portions and passage.
6. **Rates and Taxes** : Municipal Tax, Multistoried Building Tax, Water Tax and other levies save those separately assessed on the Purchaser(s).
7. **Reserves** : Creation of fund for replacement, renovation and other periodic expenses.

**8 Staff :** The salaries and all other expenses of the staffs if so employed for the common purposes viz. Caretaker, Security persons, Sweepers, Plumbers, Electricians etc.

**IN WITNESSETH WHEREOF** the parties herein have set and subscribed their respective hand and seal on the day, month and year first above written.

**Signed, sealed & Delivered**  
**at Kolkata in presence of :**

1.

.

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2.

**SIGNATURE OF THE**  
**OWNER /DEVELOPER/VENDOR.**

**SIGNATURE OF**  
**THE PURCHASERS**

Drafted by:  
Ramesh Ch.Goswami,  
Advocate, Calcutta High Court  
(En.No. WB/545/77).

**MONEY RECEIPT**

**RECEIVED** of and from the within named Purchaser,, within mentioned sum of Rs/- (Rupees.....) only, as full and final amount of consideration in the following manner

**MEMO OF CONSIDERATION**

<u>Date</u>	<u>Cheque</u>	<u>Amount</u>
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TOTAL: \_\_\_\_\_ Rs.

- (Rupees \_\_\_\_\_) only

WITNESS:

1.

2.

SHAW PARIVAR  
*Ratan Shaw*  
 Proprietor

(Ratan Shaw)

**SIGNATURE OF THE  
 OWNER/DEVELOPER/VENDOR**