

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
....., Two Thousand and Twenty Five (**2025**)

BETWEEN

LOKETARA REALTORS
Jayanto Chakrabarty
Partner

1. ABINASH CHANDRA ROY, (PAN – BLLPR9964B) Son of Late Rakhal Chandra Roy, by Nationality - Indian, by faith - Hindu, by occupation - Bussiness, residing at Parui Das Para Road, Nabapally, Sarsuna , P.O. Sarsuna & Police Station – Behala Now Parnasree, Kolkata – 700061, **2. SRI SUSHANTA DAS, (PAN – ALNPD6982A)** Son of Late Manindra Prasad Das, , by Nationality - Indian, by faith - Hindu, by occupation - Bussiness, residing at residing at Parui Das Para Nabapally Kolkata- 700061, Police Station Formally Behala Now Parnasree, hereinafter called and referred to as the **OWNERS/FIRST PARTY** The Owners are duly represented by their **constituted attorney to RAJIB CHAKRABORTY.** son of late Samir Chakraborty, **(PAN NO. AEOPC8681B)**, by Faith - Hinduism, by Occupation - Business, residing at 23, Kedar Chatterjee Lane, Behala, Post Office-Behala, Police Station - Behala, Kolkata - 700034, West Bengal, INDIA, and, **JAYANTO CHAKRABORTY,** son of late Samir Chakraborty, **(PAN NO. AEZPC0340J)**, by Faith - Hinduism, by Occupation - Business, residing at 56 N, Khan Mohammad Road, Dakshin Behala, Post Office - Sarsuna, Police Station -Thakurpukur, Kolkata - 700061, West Bengal, India. INDIA. **(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns)** of the **ONE PART.**

AND

_____ **(PAN – _____** , Son of _____, Residing at _____ By faith _____, By Nationality - _____, By Occupation _____, 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 their heirs, successors, executors, administrators, legal representatives and assigns)** of the **SECOND PART.**

AND

LOKETARA REALTORS, (PAN No. AAFFL6177L), KMC, Certificate of Enlistment No. **0016 9710 2312** Permanent a Partnership Firm having its Registered office at 70 Bhupen Roy Road, Post Office - BEHALA, Police Station- BEHALA, and represented by Partner **1. RAJIB CHAKRABORTY.** son of late Samir Chakraborty, **(PAN NO. AEOPC8681B),** by Faith - Hinduism, by Occupation - Business, residing at 23, Kedar Chatterjee Lane, Behala, Post Office-Behala, Police Station. - Behala, Kolkata - 700034, West Bengal, INDIA, and, **2. Partner JAYANTO CHAKRABORTY,** son of late Samir Chakraborty, **(PAN NO. AEZPC0340J),** by Faith - Hinduism, by Occupation - Business, residing at 56 N, Khan Mohammad Road, Dakshin Behala, Post Office - Sarsuna, Police Station -Thakurpukur, Kolkata - 700061, West Bengal, India. INDIA, hereinafter referred to as the **“DEVELOPER/ PROMOTER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors-in-office, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS One Smt Kalubala Dasi since deceased was absolute owner land measuring about 40 Satak lying and situated at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249 & 3249/3693 under Khatian No. 501, by the virtue of inheritance.

AND WHEREAS During enjoyment of the said property Said Smt Kalubala Dasi since deceased sold , transferred, conveyed all that piece and parcel of land measuring about 8 ½ Satak to one Kartick Chandra Das which duly registered in S.R Behala in the the Book No I being Deed No 00730 dated 13/02/1963 and Smt Kalubala Dasi since deceased also sold, transferred, conveyed another land i.e all that piece and parcel of land measuring about 31 ½ satak to Sarala Bala Das which duly registered in S.R Behala in the the Book No I being Deed No 729 13/02/1963 both land is lying and situated at Mouza- Parui

Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249 & 3249/3693 under Khatian No. 501.

AND WHEREAS During enjoyment of the said property said Kartick Chandra Das sold , transferred, conveyed all that piece and parcel of land measuring about 8 ½ Satak land by 2 different sale deed to Sarala Bala Das which was duly registered in the office of S.R Behala and recorded in the Book No I , being Deed No 1462 dated 22/03/1966 and another is recorded in the Book No I , being Deed No 6430 dated 02/12/1966.

AND WHEREAS thus the said Owner Sarala Bala Das therein become the absolute Owner of the aforesaid land measuring about 40 Satak lying and situated at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249 & 3249/3693 under Khatian No. 501. Kolkata – 700061.

AND WHEREAS Due to urgent required of money the said Sarala Bala Das owner therein Sold demarcated portion of land measuring about 3 Cottah 00 Chittaks out of total Land to Owner No 1 herein lying and situated at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249 under Khatian No. 501 which duly registered in the office Sub Registrar Alipore at Behala which recoded in book no I, Vol No 50, Pages 148 to 152 Being Deed No 2818 , Dated 29/12/1976 and he became absolute Owner No 1 and duly mutated his name in the KMC and recorded as KMC premises No. 9, Parui Paddy Road within ward No. 129 of the Kolkata Municipal Corporation, Police Station formerly Behala now Parnasree, Kolkata – 700061. Which is morefully and particularly described in the Schedule A written thereunder.

AND WHEREAS during enjoyment of the said property the Owner 1 herein intends to develop the said property by raising a modern decent residential building thereon as per sanctioned plan to be sanctioned by the Kolkata Municipal Corporation after demolition of the existing structure standing thereon. But he realizes that it is quite impossible for him to develop the said property due to insufficient of ready fund and was in search of

a suitable solvent Contractor/Developer who will be able to raise such construction upon the aforesaid property.

AND WHEREAS knowing such intention of the Owner No 1 herein the Developer/Second Party herein approached to the Owner No 1 herein for the said development by construction of a “BUILDING” on the said property, morefully and particularly mentioned in the Schedule ‘A’ written thereunder, as per plan to be sanctioned and/or approved by the Kolkata Municipal Corporation for the mutual benefits of parties to this Agreement.

AND WHEREAS having relied upon the aforesaid representation made by the Owners No 1 herein, the Developer herein has entered into a development agreement being No. 11332 for the year 2022 with the Owner No 1 herein i.e. **ABINASH CHANDRA ROY** to develop the said property after demolishing the existing structure standing thereon by constructing a Multi-Storied Building at the said Premises in accordance with the building plan approved by the Kolkata Municipal Corporation and other allied works on the terms and conditions mentioned in the said agreement Dated 16/08/2022.

AND WHEREAS with regard to development of the “**SAID PROPERTY**”, the aforesaid Owner No 1 have also executed a registered Power of Attorney Power of attorney Recorded in the Book No I, Being Deed No 11361/2022 Dated 16/08/2022 which was duly Registered at in the office of A.D.S.R Behala) and thereby appointed the said Developer herein as his Lawful Attorneys to act on their behalf with regard to Development of the “**SAID PROPERTY**” and other related works in respect thereof.

AND WHEREAS One Smt Kalu Bala Dasi since Deceased was a recorded Owner of 40 Satak of Land by the virtue of inheritance of her deceased husband’s property at the time their daughter was minor which lying and situated in the R.S Dag No 3249 and 3249/3693, R.S Khatian No 501, Touzi 351 , R.S No – 80, Mouza- Parui Gram, J.L No 3 in the District of 24 Parganas no South 24 Parganas.

AND WHEREAS the said Smt Kalu Bala Dasi was gifted 31 ½ Satak of land out of total Land to her Daughter namely Smt Sarala Bala Dasi by the Virtue of Registered Gift Deed Being No 6430 of year 1966 which was Registered in the office of A.D.S.R Behala and said Sarala Bala Dasi become the absolute owner of the said Land lying and situated in the R.S Dag No 3249 and 3249/3693, R.S Khatian No 501, Touzi 351 , R.S No – 80, Mouza- Parui Gram, J.L No 3 in the District of 24 Parganas no South 24 Parganas

AND WHEREAS During Enjoy ment of the said Property the said Sarala Bala Dasi sold Demarcated 3 Cottah of Land out of toal Land Sri Manindra Prasad Das which was Registered in the office of A.D.S.R Behala and recorded in the Book No – I, Vol No – 38, Pages 178 to 184 Being Deed No – 1973 dated 06/12/ 1977.

AND WHEREAS During enjoyment of the said Property the said Manindra Prasad Das died leaving behind his widow wife SMT. LATIKA DAS, One Son **SUSHANTA DAS and Three Daughters MISS SUMITA DAS., SMT. SUKLA ROY, SMT DEBI ROY** as his legal heirs and they became joint owners of the aforesaid plot of land/ Property.

AND WHEREAS during enjoyment of the said property the Joint Owners namely **SUSHANTA DAS, MISS SUMITA DAS., SMT. SUKLA ROY, SMT DEBI ROY** Executed registered Power of Attorney in being No 83 dated 29/08/2001 Book No IV, Vol No- 2 Pages 167 to 172 in favor of their mother namely SMT. LATIKA DAS and also give specific rights to sale and transfer the said property.

AND WHEREAS by the virtue of registered Gift Being No11338. Dated16/08/2022 which was duly registered at in the office of A.D.S.R Behala said SMT. LATIKA DAS gifted her share including her daughter's share in favour of her son **SUSHANTA DAS and said sushanta das became absolute owner of Land ALL THAT** Piece and Parcel Of land measuring about **3 Cottah** together 200 sqft structure standing thereon lying and situated in the R.S Dag No 3249, R.S Khatian No 501, Touzi 351 , R.S No

– 80, Mouza- Parui Gram, J.L No 3 in the District of 24 Parganas now South 24 Parganas , within Ward No. 129 at 641 Parui Das Para Road (Nabapally) P.S. Behala Now Parnasree, Kolkata-700061 Addl. District Sub-Registry Office at Behala in the District of South 24 Parganas morefully and particularly described in the Schedule B Written thereunder

AND WHEREAS the aforesaid two plots are situated contiguous to each other.

AND WHEREAS the Owner No 1 entered into a registered development agreement and power of attorney dated 16/08/2022 with the developer herein and the said developer inform to the owner no 1 herein and on the basis of registered Power of Attorney the developer and Owner 2 hereto have mutually agreed for better living enjoyment of their respective SCHEDULE A and SCHEDULE B properties morefully mention therein to amalgamate their aforesaid two properties into a single unit and for that reason they have mutually decided to amalgamation their undivided share of land amongst them by this mutual amalgamate and the parties herein admit that they are getting the property in exchange in mutual interest

AND WHEREAS The said 2 property by the virtue of registered deed of amlgamation dated 02/12/2022 , registered at the office of the A.D.S.R BEHALA , and since recorded in its Book No. I, C. D. Volume No 1607-2022 Pages from 481847 to 481870, Being 160715884/2022, for the year 2022 for the benefits and became joint Owners of the Schedule A Property i.e **ALL THAT** piece and parcel of bastu land measuring more or less **6 cottahs ... Chittaks Sq.Ft more or less** within at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249, under Khatian No. 501 , R.S No – 80 KMC premises No. 641, Parui Das Para Road within ward No. 129 of the Kolkata Municipal Corporation, Police Station formerly Behala now Parnasree, Kolkata – 700061 under police station formerly Thakurpukur now Sarsuna, Addl. District Sub Registry Office at Behala in the District of South 24 Parganas

AND WHEREAS, the Owners/ First Party also single executed Registered Development Agreement being No 160700472 and Power Of Attorney being No 160700478 year 2023, book no I, Vol No 1607-2023 Duly Registered in the Office of A.D.S.R Behala with developer.

AND WHERAS the said Developer obtained the Building Plan duly sanctioned by the Kolkata Municipal Corporation vide Sanctioned **Plan No. 2023140345** dated 21.03.2024 with regard to construction of the Proposed **G+III** Building on the Schedule 'B' property.

AND WHEREAS The DEVELOPER according to the sanction plan has constructed a new Multi storied Residential Building comprising of several flats/apartments and, parking space at ground floor etc. and he expressed his desire for selling the proposed flats/apartments at a certain consideration money. The Purchaser after knowing the declaration of the DEVELOPER had agreed to purchase **ALL THAT** one Flat measuring about _____ **Sq. Ft Super Built up** more or less on the Second **Floor Western Side of the building**, lying and situated, at SCHEDULE A described in the SCHEDULE B hereunder written and hereinafter referred to as "**THE SAID UNITS**" unto and in favour of the Purchaser at the said price or consideration of **Rs** _____/-(_____) free from all encumbrances, charges, liens, claims, demands trusts, mortgages, leases, tenancy, acquisition requisitions and agreement to transfer whatsoever in nature Vendor/Developer

AND WHEREAS After hearing the decision of the Developer/Vendor, the Purchaser herein approached the Developer/Vendor herein to purchase the said Property at or for the aforesaid consideration amount. The Developer/Vendor herein accepted the said offer of the Purchaser herein and agreed to sell the above mentioned Property mentioned in the Second Schedule hereunder written at or for a total consideration **Rs** _____/- (_____) the details of the shop is more fully and specifically described in the Schedule B hereunder written.

NOW THIS INDENTURE WITNESSETH NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows: -

That in pursuance of the Agreement for sale and in consideration of the said sum of **Rs** _____/- (_____) of good and lawful money of the Union of India in hand well, truly and already paid by the Purchaser to the **Owners/Vendor/Developer** herein (the receipt hereof the **Owners/Vendor/Developer** herein doth hereby as well as by the receipt hereunder written admit and acknowledge of and from the same and every part hereof) the Vendor as well as the **Owners/Vendor/Developer** do and each of them doth hereby acquit, release and forever discharge the Purchasers from payment of the same as well as the said Flat measuring about **Carpet Area _____ SQFT after adding 25% Super Builtup area total Flat area is _____ SQ.Ft Super Built up** more or less on the Second **Floor Western Side of the building, consisting 2 bedroom , 1 kitchen, 2 toilet, 1 dinning , 1 balcony**, lying and situated, at SCHEDULE A under police station formerly Behala now Parnasree,, together with common areas and facilities comprised in the said Premises more fully and particularly described in the 'A', 'B', 'C' 'D' Schedule respectively hereunder written and delineated in the Map or Plan annexed hereto and thereon bordered in RED colour (hereinafter referred to as the said proportionate undivided impartible share in the said land and the said Flat) **OR HOWSOEVER OTHERWISE** the said proportionate undivided impartible share in the said land and the said Flat now are or is or at any time or times heretofore were or was situated butted bounded called known numbered described and distinguished together with all boundary, walls, areas, sewers, drains, paths passages, water, water courses and all manner of ancient and other lights, rights, liberties, easements, privileges, advantages, emoluments, appendages and appurtenances whatsoever standing being into or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed deemed taken or known as part or parcel or number thereof or

appurtenant thereto and all the Reversion or Reversions, Remainder or Remainders and the Rents Issues and Profits thereof and every part thereof and all the estate, right, title, interest, claim, use, inheritance, trust possession, property or demand whatsoever of the Vendor /Developer by law or in equity into and upon the said undivided proportionate share in the said land and the said Shop together with and every of their respective right, liberties, and appurtenance whatsoever unto and to the Purchaser free from all encumbrances, trust, liens, lispens and attachment whatsoever together with all easements or quasi-easements and other beneficial use and enjoyment of the said proportionate undivided share in the said land and the said Flat **TO HAVE AND TO HOLD** the said proportionate undivided impartible share in the said land and said Flat all other rights hereby granted sold, conveyed, transferred, assigned and assured and every part or parts hereof absolutely and forever except and reserving unto the Owners and/or other occupiers such easements or quasi-easements right and privileges as are mentioned in this indenture.

1. Notwithstanding anything hereinbefore done or suffered to the contrary the Vendor /Developer have good and absolute right, title and authority to grant, convey, transfer, assign and assure **ALL THAT** one Flat measuring about **Carpet Area _____ SQFT after adding 25% Super Builtup area total Flat area is _____ Sq. Ft Super Built up** more or less on the **Second Floor Western Side of the building, consisting 2 bedroom , 1 kitchen, 2 toilet, 1 dinning , I balcony**, lying and situated, at SCHEDULE A together with the undivided proportionate share in the land in the said Premises in respect of said Flat with proportionate right in all the common areas in the said premises along with undivided proportionate share in the land attributable to the said UNIT together with undivided unfettered right of user of common areas and facilities and utilities as provided or to be provided in the said building and/or the said building more fully described in the schedule hereunder written.

2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever done by the **VENDOR/DEVELOPER** now subsisting on the property and the

same is not the subject matter of any litigation or proceeding and has not been offered as security or otherwise to any Court of revenue authority.

3. That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits from and out of the said property without any hindrance interruption, claim, disturbances or demand from or by the **VENDOR/DEVELOPER** or any other persons claiming though or under the **VENDOR/DEVELOPER**.

4. That all the taxes, land revenue which is remain unpaid shall be paid by the Developer and after registration the Purchasers shall not claim to be paid for any taxes and land revenue is unpaid by the **VENDOR/DEVELOPER** for the proposed land mentioned in the schedule.

5. That the Purchasers have duly scrutinized all documents regarding title of the schedule land in the name of **OWNERS/VENDOR/DEVELOPER** before registration and after satisfied from all corners the Purchaser intended to register this Deed of Sale and as such the **OWNERS/VENDOR/DEVELOPER** shall not be liable for any losses, damages, any disputes and obstructions created after registration of this Deed of Sale.

6. That the Purchaser shall not cause any obstruction to the others as well as **OWNERS/VENDOR/DEVELOPER** in any manner in the common space in the schedule land.

7. That the Purchaser shall be entitled to sell, let out on rent, transfer, gift, lease, mortgage or otherwise alienate the said property to any person/persons irrespective of sex, cast, religion.

SCHEDULE "A" ABOVE REFERRED TO
Description of the entire landed Property

ALL THAT piece and parcel of bastu land measuring more or less **6 cottahs 00 Chittaks 00 Sq.Ft more or less ALONG WITH _____ SQFT STRUCTURE STANDING HEREON** within at Mouza- Parui Gram, Touzi 351, J.L. No. 3, comprising part of Dag No. 3249, under Khatian No. 501 , R.S No – 80 KMC premises No. 641, Parui Das Para Road within ward No. 129 & Assessee No- 411290707175 of the Kolkata Municipal Corporation, Police Station formerly Behala now Parnasree, Kolkata – 700061 , Addl. District Sub Registry Office at Behala in the District of South 24 Parganas. TOGETHER WITH ingress and egress right through **___ ft' wide K.M.C Road** together with all fence, drains, sewere, ways, paths, passage, water courses, lights, rights of ways and other rights, liberty, privileges, easements profits advantages appurtenances whatsoever to the said property or any part thereof and butted and bounded by:-

ON THE NORTH : By Land Of Sunil Kr Das
ON THE SOUTH : By Premises No 400 Parui Das Para Road.
ON THE EAST : 10 Ft Wide Parui Das Para Road .
ON THE WEST : 16 Ft Wide Parui Das Para Road:

SCHEDULE B ABOVE REFERRED TO
(Description of the Flat)

ALL THAT one Flat measuring about **Carpet Area _____ SQFT after adding 25% Super Builtup area total Flat area is _____ Sq. Ft Super Built up** more or less on the **Second Floor Western Side of the building, consisting 2 bedroom , 1 kitchen, 2 toilet, 1 dinning , I balcony,, (With Lift Facility)** lying and situated, at **SCHEDULE A** together with undivided proportionate share of land Of the building along with right of user of the common areas and facilities of the Schedule A property together with undivided proportionate share and /or interest of land of the proposed building along with right of use of the common area and facilities of the Schedule A property

and undivided proportionate share and/or interest of the building along with right of user of the common areas and facilities of Schedule - 'A' property.

THE SCHEDULE 'C' ABOVE REFERRED TO:-

Common areas and facilities:

1. The open space and part of land remaining vacant, after all construction as per the sole discretion of the Developer in compliance of plan sanctioned and/or revised by the Kolkata Municipal Corporation is made by the Developer, being part of the said property / and on which the 'said building' is located and all easements, rights and appurtenances belonging to the 'said property' and the 'said building'.
2. The foundation, columns, girders, beams, supports, main walls, passages etc.
3. One underground and over head water reservoir together with the main pipe line from the KMC.
4. Common Drainage system and Sewerage system from the premises to the Municipal duct.
5. Water sewerage and drainage connection pipes from the said shop to drains and sewers common to the premises.
6. Common Passage, Pathways, Passages for ingress and egress to the said building.
7. Water pump for lifting water from water reservoir on the ground floor and other common plumbing installations.
8. Electrical Wirings and main electrical power source to the said building.
9. Boundary walls of the premises including outside of the walls of the said building.
10. Electric Meter room, Keys of the Electric Meter room
11. All other common areas, equipments, installations, fixtures, fittings and spaces in or about the said building and the said property as are necessary or convenient to its existence, maintenance and safety or normally in common use and as are specified by the Owners/Vendor and Developer expressly to be the common parts thereat and as are easements of necessity.
12. Lift
13. Roof of the Building

**THE SCHEDULE 'D' ABOVE REFERRED TO:-
(Common Expenses)**

1. All costs of maintenance, cleaning, operations, repairs, replacement services and whitewashing, painting, lighting, rebuilding, reconstructing, redecorating of all common areas and parts, its fixtures, fittings, electrical wiring and equipment in, under or upon the said building and the said property enjoyed or used in common by the occupants of the said building.
2. The cost of the salaries and other expenses incurred for and payable to any person employed for common purpose including security, maintenance and administration of the said building and for electrician, plumber, accountant, clerk, sweepers, etc. for the common areas and common amenities and common purposes of the said building.
3. Insurance premium, if any, for insuring the said building and every part thereof against earthquake, damage, fire, lightning, mob violence, civil commutation, etc. if insured.
4. Expenses for supplies of common utilities including electricity, water charge, etc, payable to any concerned authorities and/or organization, and payment of all charges incidental thereto in regard to the said building and the said property.
5. Electrical expenses for lighting of all the common parts, outer walls of the said building and for operation/maintenance of all common areas in the said property.
6. Municipal and other rates and taxes and all other outgoings, save those which would be separately assessed and/or incurred, in respect of any unit or portion of land of the 'said property'.
7. Cost of establishment, formulation and / or management of the Association or the Co-operative Society to be formed by the occupants/owners of the respective flats of the said building.

8. All such other expenses and outgoings as are deemed to be for common purposes as to be declared and fixed time to time by the Association or the Co-operative Society to be formed by the occupants/owners of the respective Shop/s and flat/s of the said building.

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

SIGNED, SEALED AND DELIVERED

by the Parties herein in presence
of the following

Witnesses :-

1.

**SIGNATURE OF THE
OWNERS**

2.

**SIGNATURE OF THE
PURCHASERS**

**SIGNATURE OF THE
DEVELOPER**

Prepared in my office:

MEMO OF CONSIDERATION

RECEIVED of and from the within named **PURCHASERS** a sum of **Rs** _____/- (_____) **only** as and by way of Full consideration money for the within mentioned Schedule 'B' Property as per Memo below:-

Total **Rs** _____/-
:

(_____)

WITNESSES:

1.

2.

LOKETARA REALTORS
Sayanto Chakrabarty
Partner

**SIGNATURE OF THE
VENDOR /DEVELOPER**