

Deed of Conveyance

This **Deed of Conveyance** is made on day of , 2025.

BETWEEN

(1) SRI DULAL KRISHNA SAHA, (PAN No. **APMPS3695C**)(AADHAAR No. **3844 3408 7186**), son of Late Anil Krishna Saha, by faith Hindu, by occupation Business, by Nationality Indian, residing at Boalia, P.O. Garia, P.S. Sonarpur now Narendrapur, Kolkata -700084, represented by his constituted attorney **SRI TAPAN KUMAR SAHA**, (PAN: **AMSPS0820Q**) (AADHAAR No. **9830 1616 8197**) Proprietor of M/S. Riyang Construction, son of Late Madhab Chandra Saha, by faith-Hindu, by occupation- Business, by Nationality Indian, residing at Madhab Niloy Apartment (3rd floor), P.O. Panchasayar, P.S. Sonarpur now Narendrapur, Kolkata -700 094, **(2) SRI TAPAN KUMAR SAHA**, son of Late Madhab Chandra Saha, by faith-Hindu, by occupation- Business, by Nationality Indian, residing at Madhab Niloy Apartment (3rd floor), P.O. Panchasayar, P.S. Sonarpur now Narendrapur, Kolkata -700 094, hereinafter called and referred to as the **OWNERS/ VENDORS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART.**

AND

SRI, (PAN No.)(AADHAAR No.) son/wife/daughter of, by Nationality Indian, by faith, by occupation person, residing at, Post Office, Police Station -....., District Pin-....., hereinafter called and referred to as the

"PURCHASER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators / and assigns) of the **SECOND PART**.

AND

M/S. RIYANG CONSTRUCTION, a Proprietor ship Firm having its Office at 38, Sreenagar Main Road, Madhab Nilay Apartment, P.O.-Panchasayar, P.S. Sonarpur at present Narendrapur, Kolkata-700094, represented by its proprietor **SRI TAPAN KUMAR SAHA**, son of Late Madhab Chandra Saha, residing at 38, Sreenagar Main Road, Madhab Nilay, P.O.-Panchasayar, Kolkata- 700094, hereinafter called and referred to as the **"DEVELOPER "** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators / and assigns) of the **THIRD PART**.

WHEREAS the First party namely Dulal Krishna Saha herein is the Owner of ALL THAT piece or parcel of Bastu land measuring about 2 Cottahs 10 Chittaks 26 Sq.ft. by virtue of a Sale Deed, being Deed No. 02431 for the year 2005, at DSR III Alipore. The said plot of land lying and situated comprised in Mouza Nayabad, J. L. No. 25, Comprised in C. S. Dag No. 31, R. S. Dag No. 110 under R. S. Khatian No. 145, Touzi No.56, Re.Sa. No. 3, Pargana-Khaspur, now within the limits of Kolkata Municipal Corporation, Ward No. 109, being Premises No. 1871/1, Nayabad, P.S. Purba Jadavpur & A.D.S.R.O. Sealdah. The land owner namely Tapan Kumar Saha is the owner of another

plot of land, measuring more or less 2 Cottahs 6 Chitaks 42 Sq.ft. by virtue of Sale Deed, being No. 02430/2005 at D.S.R. III Alipore, from Smt. Gita Gupta, wife of Sri Subhas Chandra Gupta. Thereafter Sri Tapan Kumar Saha executed a Deed of Declaration on 28.05.2012 at DSR III Alipore for the purpose of correcting the total area of land. The said Declaration Deed was recorded being Book No. 1, CD Volume No. 10, Pages 6651 to 6659, being Deed No. 04694 for the year 2012. The land owner namely Tapan Kumar Saha has mutated his name of the said plot of land before the Kolkata Municipal Corporation, being Premises No. 1871, Nayabad and also BL and LRO of the said jurisdiction. Thereafter the said land Owners have executed a Deed of Amalgamation on 02nd day of March 2021. The said Deed was recorded being Book No. 1, Volume No. 1603-2021, Pages 41937 to 41957, being Deed No. 160301642 for the year 2021 at D.S.R. III Alipore. The total area of land is 5 Cottahs 1 Chittak 23 Sq.ft. comprised in Mouza Nayabad, J.L. No. 25, Comprised in C.S. Dag No. 31, R.S. Dag No. 110 under R.S. Khatian No. 145, Touzi No. 56, Re. Sa No. 3, Pargana- Khaspur, now within the limits of Kolkata Municipal Corporation, Ward No. 109, being Premises No. 1871, Nayabad, P.S.- Purba Jadavpur now Panchasayar, Kolkata 700094 and thereafter they jointly mutated their name in the record of the Kolkata Municipal Corporation being Kolkata Municipal Corporation premises No. 1871, Nayabad, P.S. Purba Jadavpur now Panchasayar, Kolkata 700094, being Assessee No. 311090818719, the property have been seized and possessed without any disturbance or interference in any manner whatsoever of or otherwise

sufficiently entitled to the said property which is free from all sorts of encumbrances, charges, liens, lispence, attachments, claims or demands which is described in the "FIRST SCHEDULE" hereunder written.

AND WHEREAS Sri Dulal Krishna Saha, son of Late Anil Krishna Saha, executed Development Agreement on 22.10.2021, with the **M/S. RIYANG CONSTRUCTION**, a Proprietor ship Firm having its Office at-38, Sreenagar Main Road, Madhab Nilay Apartment, P.O.-Panchasayar, P.S. Sonarpur at present Narendrapur, Kolkata-700094 represented by its sole proprietor **SRI TAPAN KUMAR SAHA**, son of Late Madhab Chandra Saha, residing at 38, Sreenagar Main Road, Madhab Nilay, P.O.-Panchasayar, Kolkata 700094. The said Development Agreement was recorded being Book No. I, Volume No. 1603-2021, Pages 286956 to 286985, being Deed No. 10045 for the year 2021 registered at D.S.R. III, Alipore.

AND WHEREAS Sri Dulal Krishna Saha, son of Late Anil Krishna Saha, again executed Development Power of Attorney on 22.11.2021 in favour of **M/S. RIYANG CONSTRUCTION**, a Proprietor ship Firm having its Office at 38, Sreenagar Main Road, Madhab Nilay Apartment, P.O.-Panchasayar, P.S. Sonarpur at present Narendrapur, Kolkata-700094, represented by its proprietor **SRI TAPAN KUMAR SAHA**, son of Late Madhab Chandra Saha, residing at 38, Sreenagar Main Road, Madhab Nilay, P.O.-Panchasayar, Kolkata- 700094. The said deed was recorded being Book No. I, Volume No. 1603-2021, Pages 383190 to 383211, being Deed No. 11794 for the year 2021

registered at D.S.R. III, Alipore.

AND WHEREAS Sri Tapan Kumar Saha and Sri Dulal Krishna Saha also executed Supplementary Development Agreement in respect of the K.M.C. premises No. 1871, Nayabad, P.S. Purba Jadavpur now Panchasayar, Kolkata 700094, being Assessee No. 311090818719, which was recorded being Book No. I, Volume No. 1603-2025, Pages 78389 to 78414, being Deed No. 2759 for the year 2025 at D.S.R. III, Alipore with said **M/S. RIYANG CONSTRUCTION**, a Proprietor ship Firm having its Office at-38, Sreenagar Main Road, Madhab Nilay Apartment, P.O.-Panchasayar, P.S. Sonarpur at present Narendrapur, Kolkata-700094, represented by its propreitor SRI TAPAN KUMAR SAHA, son of Late Madhab Chandra Saha, residing at 38, Sreenagar Main Road, Madhab Nilay, P.O.-Panchasayar, Kolkata 700094.

AND WHEREAS thereafter said Vendor/Developer sanctioned a building plan from Kolkata Municipal Corporation, being Building Permit No. **2022120136** dated **09.06.2022** under the Kolkata Municipal Corporation, being Ward No. 109, Kolkata- 700094.

AND WHERAS after completing the said building as per sanction plan sanctioned by the Kolkata Municipal Corporation and the Developer herein intends to sell a residential flat from the Developer Allocation and knowing such intention of the Developer, the purchaser approached to the Developer and the PURCHASERSS being satisfied verifying all papers and documents decided to purchase from **Developer's Allocation** of **ALL THAT** piece or

parcel of a residential flat being **Flat No.** in the Floor, measuring more or less **Sq. ft super built up area** (carpet Area measuring more or less Sq.Ft.) consisting with **(.....) Bed rooms, (....) Kitchen, (.....) Dining cum Drawing,(.....) Toilets, (.....) Balcony** with Lift facility of the said Ground plus four storied building namely “**NIPABAN**” as per sanctioned building plan, with impartible undivided proportionate share in land **being Premises No. 1871, Nayabad**, P.S. Purba Jadavpur, Kolkata 700094 together with undivided proportionate share of land along with common areas, common portions, facilities and amenities annexed to the said building mentioned in the First schedule hereinabove under which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written subject to good marketable title, free from all encumbrances, liens, charges, mortgages whatsoever at the total consideration price for **Rs.....00,000/- (Rupees Lakh) only** and accordingly the parties herein entered into an Agreement for Sale.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for sale and in total consideration of **Rs.....,00,000/- (Rupees Lakh) only**, paid by the Purchaser to the Vendor/Developer the receipt whereof the Vendor doth hereby also by the receipt of the as per **Memo** hereunder written of the same forever release discharge and acquit to the Purchasers the said Flat more fully and

particularly described in the 'Second Schedule' hereunder written and the vendors doth hereby grant, sell, convey, transfer, assign and assure **ALL THAT** piece or parcel of a residential flat being **Flat No.** in the Floor, measuring more or less **Sq. ft super built up area** (carpet Area measuring more or less Sq.Ft.) consisting with **(.....)** **Bed rooms, (....) Kitchen, (.....) Dining cum Drawing,(.....) Toilets, (.....) Balcony** with Lift facility of the said Ground plus four storied building namely "**NIPABAN**" as per sanctioned building plan, with impartible undivided proportionate share in land **being Premises No. 1871, Nayabad**, P.S. Purba Jadavpur, Kolkata 700094 more fully and particularly described hereunder 'Second Schedule' unto the Purchasers **TO HAVE AND TO HOLD** the said Flat as absolute owner and to receive rents, issues and profits and all estate right, title, interest, demand whatsoever unto or upon the said Flat and **TOGETHER FURTHER WITH** all rights, liberties, appurtenances, trust, lien, lispendences and attachments whatsoever together further with and subject to all easements or quasi – easements in connection with beneficial use and enjoyment of the said premises in compliance with the covenants and subject to the Purchaser paying and discharge all taxes impositions other common expenses to the said premises proportionately and entire in respect of the said Flat hereunder conveyed.

THE VENDOR AND DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:-

1. That notwithstanding any act, deed, matter or thing whereby the Vendor done or executed or knowingly suffered to the contrary the Vendor/developer herein are now lawfully and rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said flat and ever part or portion, thereof hereby granted, sold, conveyed, transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid for a perfect and indefeasible estate of inheritance without any manner or condition or other things whatsoever or howsoever to alter defeat encumber or make void the same.

2. And that notwithstanding any act, deed or thing whatsoever or howsoever done as aforesaid the Vendor have now full right, power and absolute authority to grant, sell, convey, transfer, assign and assure the said flat along with undivided proportionate share of land and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured unto and to the use of the Purchasers herein in the matter as aforesaid according to the true intent and meanings of these presents.

3. And that the Purchasers herein shall and may from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said flat and all other benefits and rights hereby granted, sold, conveyed,

transferred, assigned and assured or expressed or intended so to be unto and to receive all the rents, issues, and profits thereof without any lawful hindrance eviction interruption disturbances claims and demands whatsoever or howsoever from or by the Vendor herein or any person or persons having lawfully or equitably claiming from under or in trust for the Vendor.

4. And that the said flat and all other rights and benefits hereby granted, sold, conveyed, transferred so to be and each and every part thereof are now free from all claims, demands, encumbrances, lien, lispendens attachments made or suffered by the Vendor or any person or persons having or lawfully claiming any estate or interest therein from under or in trust for the Vendor.

5. And further that the Vendor and all the persons having or lawfully or rightfully claiming any estate or interest in the said flat or any part or portion thereof from under or in trust for the Vendors herein shall and will from time to time and at all material times hereafter and at the like request and at the cost of the Purchasers herein make do and execute or cause to be done made and executed all such further and other lawful acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and all other benefits and rights and ever part or portion thereof hereby granted, sold, conveyed, transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid as shall or may be reasonably required by the Purchasers.

6. And also that the Vendor have not at any time done or executed or knowingly suffered or been a party to any act, deed, matter or thing whereby and whereunder the said flat and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and ever part thereof can or any be impeached encumber or effected in title.

7. The Vendor herein shall sign all such papers and do and assist in such manner as may be required by the Purchasers for mutation of the names of the Purchasers in the records of the Kolkata Municipal Corporation as occasion shall require.

THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR AS FOLLOWS: -

(a) The Purchaser and all other person or persons deriving title under or in trust for them shall at all material times hereinafter shall observe and perform, the rules and regulation framed and/or as may be determined by the Association/ Holding Organization to be formed by the Purchasers/s.

(b) The Purchaser shall at all material times hereafter shall regularly and punctually make payment of all the corporation rates and taxes and other statutory taxes and impositions and expenses relating to the maintenance of

the said building in which the said flat is situated built and erected on the said premises from the date of possession of the said flat.

It is hereby further agreed by and between the Vendor and the Purchasers/Second Party as follows:-

That the right of the Purchasers herein shall always remain restricted only to the said flat described in the Second Schedule hereunder written and the undivided proportionate share or interest in the land comprised in the said premises and attributable to the shall not claim any right, title, interest and claim in the other part or portions of the said premises and the other constructions at the said premises except the common areas and facilities and benefits of all the covenants and easements appertaining to the said flat and the said undivided proportionate share or interest in the land comprised in the said premises. Provided always and it is hereby expressly agreed and declared by and between the parties hereto as follows:-

(a) At all times the said flat and the said undivided share attributable to the said flat shall bear the risk of the Purchasers herein and the Purchasers herein shall remain liable to pay all rates taxes and other outgoings in respect of from the date of possession. The interest of the Purchasers herein in the said land below and underneath the building shall always remain variable and impartible.

(b) The Purchasers herein shall not have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the other part or portions of the said building, and/or the said premises.

(c) The said flat shall be held by the Purchasers herein subject to the building rules and regulations and shall be grimed by the Association, if any, and is hereby authorized by the Purchasers herein to determine the easements quasi easements and exceptions and/or reservations as to the user of the said flat and the Purchasers herein hereby agrees to accept the same and these presents by itself shall be treated as the acceptance by the purchase.

(d) The right of the Purchasers herein shall remain restricted only to the said flat and the Purchasers herein or any other person or persons claiming through them shall not have any right or interest individually on and over the open spaces of the said premises nor shall do any act, deed or things which may effect of the said building.

(e) Purchasers are free to sale the said flat to any person any time along with all his entitled right & facilities for the said flat, common passage and driveways etc.

THE FIRST SCHEDULE ABOVE REFERRED TO

(LAND)

ALL THAT piece or parcel of Bastu land measuring about **5 Cottahs 1 Chittacks 23 Sq.ft. Bastu land** more or less situated in the Dist. of South 24

Parganas, Mouza Nayabad, J.L. No. 25, Comprised in C.S. Dag No. 31, R.S. Dag No. 110 under R.S. Khatian No. 145, Touzi No. 56, Re. Sa No. 3, Pargana-Khaspur, **Premises No. 1871, Nayabad**, P.S.- Purba Jadavpur now Panchasayar, Kolkata- 700094, being Assessee No. **311090818719** within the limits of Ward No. 109 under Kolkata Municipal Corporation, which is butted and bounded by:-

ON THE NORTH : 10'6" wide K.M.C road;

ON THE SOUTH : 20'ft wide K.M.C road;

ON THE EAST : Part of land R.S. Dag No. 110 (P);

ON THE WEST : 20'ft wide K.M.C road;

**THE SECOND SCHEDULE ABOVE REFERRED TO
(FLAT)**

ALL THAT piece or parcel of a residential flat being Flat No. in the Floor, measuring more or less Sq. ft super built up area (carpet Area measuring more or less Sq.Ft.) consisting with (.....) Bed rooms, (....) Kitchen, (.....) Dining cum Drawing,(.....) Toilets, (.....) Balcony with Lift facility of the said Ground plus four storied building namely "**NIPABAN**" as per sanctioned building plan, with impartible undivided proportionate share in land being Premises No. 1871, Nayabad, P.S. Purba Jadavpur, Kolkata 700094 and premises described in the FIRST SCHEDULE herein above along with common rights of the common parts and common maintenances as

described in the THIRD SCHEDULE herein below of the said (G+IV) building at P.S.- Purba Jadavpur, Kolkata- 700094.

THIRD SCHEDULE

COMMON AREA

1. Common parts, passages, driveways and main entrance to the premises and the building. With lift.
2. Common Durwans living area (if any).
3. Common boundary walls and main gates.
4. Drainage and Sewerage system and all pipes and other installed for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
5. Electrical installations and its room and/or motor room.
6. Stair cases, stair case landing on all floors in the building and stairs from the Ground Floor to the top floor's roof.
7. Lobbies on all floors of the building.
8. Water pumps, water pump room, water reservoir, water tanks and all common plumbing installation for carnages of water.
9. Except the common area in front side of the shop room.
10. Such other common parts, areas, equipment's, installations, fixtures and fittings of the premises and the building as are necessary for passage to and/or user of the units in common by Co-owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Cost, expenses and outgoings and obligations for which all that owners are
to contribute proportionately)

Salaries, wages, fees and remuneration of durwans, sweepers, plumbers, takers or any other person whose appointment may be considered necessary for maintenance as proportionate share and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building as proportionate.

Service, Tax, if required as per govt. rules.

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

SIGNED SEALED AND DELIVERED

By the parties at Kolkata in presence of:

WITNESSES:

1.

Signature of the **V E N D O R**

2.

Signature of the **P U R C H A S E R**

Signature of the **D E V E L O P E R**

Prepared and Drafted By:

Advocate

High Court at Calcutta.

Kolkata – 700001.

Enrl. No.

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchasers, the within mentioned sum of **Rs.** **/- (Rupees** **Lakh) only** as total consideration amount of **Rs.48,00,000/- (Rupees** **Lakh) only** as per PAYMENT SCHEDULE below:-

MEMO

Date	Cash/Cheque	Bank	Amount

Total Rs. /
(Rupees Lakh) only

WITNESSES :

1)

2)

SIGNATURE OF THE **DEVELOPER**