

CONVEYANCE DEED

*THIS CONVEYANCE DEED is made on the Day of in
the year 2026, Two Thousand and Twenty Six.*

BETWEEN

"TIRUPATI CONSTRUCTION" a Partnership Firm, having its office at Digambar Biswas Road, Dharampur near Income Tax Office, P.O. & P.S. Chinsurah, District Hooghly, PIN -712101, PAN - AAPFTI617F, represented by its Active Partners namely **1.SRI SUJIT KUMAR DEY** (PAN AGJPD4345E), son of Sri SukumarDey,**2.SMT. SUSAMA DEY**, (PAN - APUPD0345L), Wife of Sri Sujit Kumar Dey, both by caste-Hindu, Indian Citizen, both by profession- Business, both are presently residing at Digambar Biswas Road, Dharampur opposite Rammohan Vidyapith Primary School, P.O. & P.S. - Chinsurah, Dist: Hooghly, PIN -712101 having hereinafter collectively referred to as **"OWNERS"** (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, and assigns) of the **FIRST PART**.

AND

(1) _____, PAN – _____ son of _____, by caste-Hindu, Indian Citizen, by occupation- _____, residing at – _____

, hereinafter called the **"PURCHASERS"** (which expression or term shall unless repugnant to the subject or context be deemed to mean and include their legal heirs, successors, executors administrators representatives and assigns) of the **SECOND PART**.

AND

"TIRUPATI CONSTRUCTION" a Partnership Firm, having its office at Digambar Biswas Road, Dharampur near Income Tax Office, P.O. & P.S. Chinsurah, District Hooghly, PIN -712101, PAN - AAPFTI617F, represented by its Active Partners namely **1.SRI SUJIT KUMAR DEY** (PAN AGJPD4345E), son of Sri Sukumar Dey,

2.SMT. SUSAMA DEY, (PAN - APUPD0345L), Wife of Sri Sujit Kumar Dey, both by caste-Hindu, Indian Citizen, both by profession- Business, both are presently residing at Digambar Biswas Road, Dharampur opposite Rammohan Vidyapith Primary School, P.O. & PS - Chinsurah, Dist: Hooghly, PIN -712101, hereinafter referred to as "**THE DEVELOPER**" (which terms and expression shall unless excluded by or repugnant to the subject context, be deemed to mean and include their heirs, successors, their partnership firm or company, in office executors and assigns) of the **THIRD PART**.

WHEREAS The First schedule property under Dist. Hooghly, P.S. Chinsurah, Mouza – Kapasdanga, J.L. No. 10, Mohallah – Mahestala, New Holding no. 201/186, L.R. Khatian no. 6930 (Tirupati Construction), R.S. Dag no. 1434, L.R. Dag no.3398, having area 0.210 Acre Bastu land was originally belonged to Santa Gupta, Sumona Gupta and Saroj Kumar Gupta.

AND WHEREAS the owner cum Developer purchased the schedule mentioned demarcated 0.112 Acre or 6 Katha 12 Chattak 40 Sq.ft. Bastu Land vide registered Deed of Sale being no. 08669/2025 , entried in Book no.1, Volume no.603 from pages 167511 to 167533 registered before the A.D.S.R. Chinsurah Hooghly dated 04.07.2025 from Santa Gupta.

AND WHEREAS the owner cum Developer purchased the schedule mentioned demarcated 0.042 Acre or 2 Katha 8 Chattak 31 Sq.ft. Bastu Land vide registered Deed of Sale being no. 08672/2025, entried in Book no.1, Volume no.603 from pages 167467 to 167488 registered before the A.D.S.R. Chinsurah, Hooghly dated 04.07.2025 from Sumona Gupta.

AND WHEREAS the owner cum Developer purchased the schedule mentioned demarcated 0.056 Acre or 3 Katha 6 Chattak 37 Sq.ft. Bastu Land vide registered Deed of Sale being no.08670/2025, entried in Book no.1, Volume no.603 from pages 167489 to 167510 registered before the A.D.S.R. Chinsurah, Hooghly dated 04.07.2025 from Saroj Kumar Gupta.

AND WHEREAS thus the firm Tirupati Construction after purchasing the first schedule property became the owner of the total land admeasuring 0.210 acre bastu in L.R.Dag no.3398, in L.R. Khatian no.6930 and also mutated its name before the concern B.L & L.R.O. and also before the Hooghly Chinsurah Municipality against Holding nos.201/186. Since then said firm is possessing and enjoying the schedule property uninterruptedly and without any hindrance.

AND WHEREAS the present vendorscum developer acquired the demarcated full sixteen annas share over the First Schedule property wherein in they acquired 0.210 acre bastu land in First Schedule herein below and are paying Govt. charges and taxes.

AND WHEREAS the Owner cum developer Tirupati Construction with the intent to Develop a multi-storied building (G+4) over the First schedule property submitted a building plan and sanctioned by the Hooghly-Chinsurah Municipality vide No. SWS-OBPA/1808/2025/0590 .

NOW the Developer has completed construction of the multi-storied building under the name and style of "**BALAJI RESIDENCY PHASE II**" situated in Dharampur near Mahishmardinitala, P.O. & P.S.- Chinsurah, Dist.-Hooghly, including the Second schedule ' Flat in accordance with the sanctioned building plan by the Hooghly-Chinsurah Municipality.

AND WHEREAS the First schedule property including the Second schedule Flat is free from all sorts of encumbrances whatsoever, wherein the Owner have absolute right, title, interest, claim or demand whatsoever in or over the said property.

AND WHEREAS the Developer proposes to sell the Second schedule Flat on the **floor** in "**BALAJI RESIDENCY PHASE II**" an ownership basis in respect of their allocated portion admeasuring covered area Sq.ft., Service Area and total Super Built up area of **Sq.ft.** and the Purchaser coming to know such facts has agreed to purchase the Second Schedule Flat at the fixed consideration price. According to an agreement for sale was also executed between the parties of this deed latter on.

NOW THIS INDENTURE WITNESSED as follows:

In pursuance to the above said agreement to purchase the Second schedule Flat vide no. on the **Floor** having Super Built up area of **Sq.ft.** total consideration amount flat **Rs. /-**
(Rupees) only the payment and receipt thereof the Developer Continue do hereby admit and acknowledge and against the same release and discharge to the Purchaser the Flat and every part thereof. The Developer do hereby grant, transfer their right, title and interest and convey the Flat **vide no- ' ' on the floor** of the said building more fully described in the **SECOND SCHEDULE** hereunder written in favour of the Purchaser **TOGETHER WITH** undivided proportionate share of interest in the said property and other common areas and facilities more fully described in the **THIRD SCHEDULE** hereinafter written together with right to use of common portions with the other Flat Owner of the premises, reversion, remainder or remainders and rents, issues profits of and in connection with the said Flat and Covered Garage and all the estate, right and interest property claim and demand whatsoever of the Developer into or upon the said Flat and all other benefits and rights herein comprised and hereby granted, sold and

transferred or expressed or intended to be and every part or parts thereof **TOGETHER WITH** the Vendor's rights, liberties and appurtenances, charges, trusts, liens, lispendents execution / attachments and all other liabilities whatsoever (save only these as are expressly mentioned herein) **AND TOGETHER WITH** Common expenses as described in the "**FOURTH**" **SCHEDULE** hereunder written and other, stipulations and provisions in connection with the beneficial use and occupation of the said Flat and other Flat Owners of the rights hereby granted, sold; conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **AND** the Purchaser are obliged to pay and discharge the common expenses described in the "**FOURTH**" **SCHEDULE** hereunder written and all outgoing in connection with the said Flat wholly and the said building the in particularly common portions proportionately **AND** the Purchaser has full right and authority to sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispute of his Flat and/or his possession in Flat or assigns, let out or part with his interest, possession, benefit of this deed or any part thereof as fill payment to the Developer have been made.

THIS DEVELOPER HEREBY COVENANT WTTT THE PURCHASER as follows:-

The interest which the Vendor and Developer hereby profits to transfer, subsists and have the rightful power, absolute authority to grant, sale, convey, transfer, assigns and assure unto the Purchaser and the said Flat more fully described in the **SECOND SCHEDULE** hereunder together with the benefit and rights in the manner aforesaid and also right in the land proportionate and / or attributed to the said Flat into said premises.

It shall be lawful on the Purchaser from time to time and at all times hereafter to enter into and upon and to hold lose and enjoy the said Flat and every part of the said Flat thereof for Residential purposes and to receive rents, issues, profits without any interruption, disturbances, claim or demand whatsoever from the Owners and Developer or any person or persons claiming through under or in trust or his and freed and cleared from and against all manner of encumbrances trust and freed and cleared from and agama all manner of encumbrances trust, lien, attachment and liabilities whatsoever save only those as are mentioned herein expressly.

That the Purchaser and/or their agents or tenants shall not create any nuisance or annoyance in the said Flat or the Purchaser cannot change the existing main load bearing walls as per the sanctioned plan or cannot scrap out the floor without obtaining permission from the Vendor/Association I competent authority and damaging other portion and the roof inside the said floor or the plastering of the said walls or the partition walls save and except any repairing which may be required time to time. Moreover, the Purchaser of the Flat cannot change the horizontal and vertical support of the said Flat room for any rhymes or reasons whatsoever.

The Purchaser shall maintain the said Flat and shall repair and do the necessary repairing at their own costs from the date of Purchaser execution of this deed and shall be abided by the laws and bye laws, rules and regulations of the Govt., Hooghly-

*Chinsurah Municipality and/or other authorities and local body and shall attend to answers and be responsible for all deviation, violation and breach of any of conditions or laws or rules and regulations and shall observe and perform all these terms and conditions hereinafter contained . The Purchaser shall not make any structural addition or alteration in the said Flat or any portion of the said Flat and cannot keep any heavy machineries which may create any damage to the structure save and except installation or refrigerator, small size air conditioner etc., in the Flat **PROVIDED HOWEVER** the Purchaser must not store in the Flat any toxic, combustible & flammable materials.*

*From and after the date of receipt of delivery of the said Flat the Purchaser and Developer shall not be entitled for partition of the area of the Flats/ Garage/Units of “**BALAJI RESIDENCY PHASE II**” by metes and bounds and/or other reserved for exclusive use of Purchaser.*

The Purchaser shall not allow to throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or allow the same to be thrown or accumulated in the Purchaser premises or in the compound or any portion of the building and shall not light or burn coal, coke or charcoal in the common areas in the said premises.

From the date of delivery of entire said Flat the Purchaser is bound to pay his proportionate share towards charges in respect of the said Flat till the date of separate mutation of Flat for the proportionate share of monthly maintenance charges for common service and maintenance for common portions, parts, amenities

which are common for the Purchaser and also to pay proportionate share separately or any other taxes , outgoing to be levied in respect of the said Flat and Covered Garage.

That the Purchaser cannot install any Residential generator in the said Flat or for the Flat except small size mini generator for electric connection in the said Flat. But if all the Flat/Unit/Flat agrees then all of them can install Residential generator at a place to be agreed upon with the Developer and the expenses for the said Residential generator will be borne by all the Flat owners.

That the Purchaser shall pay proportionate share of Hooghly-Chinsurah Municipality taxes from the date of possession of the Flat and Covered Garage till separate mutation obtained by the Purchaser from the Hooghly-Chinsurah Municipality in their names as calculated by the concern Department.

The Purchaser shall in addition to other payments made to the Developer shall also pay the mandatory charges, costs if any.

The Owners and Developer and their heirs, representatives shall not do anything or make any grant or transfer of the said Flat whereby the right of the Purchaser hereunder, accrued by this deed of Indenture may be prejudicially affected to the right of the Purchaser.

Notwithstanding anything to the contrary herein before contained, in case the Purchaser fails to pay the common expenses, the charges for electricity consumed by them and/or any amount becoming due and payable hereunder or any part thereof within the times and in the manner aforesaid or uses the Flat or fails to observe or perform by the Purchaser under these presents , then

and in such event, in addition to other rights, available under the law, the Owners and Developer and for the person or the authority for the time in charge of the management of the said building shall have the right to directly realize and receive the amounts becoming payable by the Purchaser. In default the Purchaser is liable to pay interest at the rate, interest is allowed by State Bank of India on one year term fixed deposit upon the amount payable aforesaid from the date payable till the date of realization.

The Purchaser cannot encumber the common passage by keeping scooters, Motor Cycles and Cycles or cannot encumber outside the rooms in any way or any manner.

That the Purchaser has got only right to ingress and egress into the common passage running from up to their Flat and Purchaser must maintain and abide by rules and regulation of the Society/Association of the Residential Flat owners of the said

“BALAJI RESIDENCY PHASE II”

The Society/ Association of the Flats and/or Units Owners of the said “BALAJI RESIDENCY PHASE II” shall have the overall authority and control of the management. Problems, disputes if any in and/or between the Flat Unit Owners of “BALAJI RESIDENCY PHASE II”

The Purchaser shall abide by the Rules and regulation as laid down by the Association of Owners from time to time.

That Purchaser shall/will be liable to pay the Service Tax which would be imposed by the State Government.

AND IT IS FURTHER AGREED by & between the parties hereto as follows:-

That the Deeds, documents and writing mentioned hereinabove which are now in the custody of the Owners and Developer and shall be retained by the Owners and Developer and Owners and Developer hereby covenant with the Purchaser that the Owners and Developer shall and will unless prevented by fire, earth-quake or other inevitable accident upon every reasonable request and at the cost of the Purchaser produce the same or caused to be produced the same to the Purchaser, his agent or attorney or the Purchaser can at his/her own cost, take extract or attest true copies from the said deed and writing as and when reasonable by Purchaser.

*The Owners do and each of them do hereby further covenants with the Purchaser that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever by the Owners done or executed or caused to be done or executed or knowingly suffered to the contrary the Owners has good right, full power, absolutely authority and indefeasible title to grant sell, convey, transfer and assign and assure **AND ALL SINGULAR** the said undivided proportionate share in the land of the premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intents and meaning of these presents free from all encumbrances without let, suit hindrance, eviction, interruption disturbances, claims or demand whatsoever from or by the Owners and the Owners or any other*

person or persons lawfully or equitably claiming from under or in trust for the Owners.

THE FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF LAND

Dist. Hooghly, P.S. Chinsurah, Mouza - Kapasdanga, J.L. No. 10, Mohallah - Mahestala, New Holding no. 201/186, L.R. Khatian no. 6930 (Tirupati Construction), R.S. Dag no. 1434, L.R. Dag no.3398, having area 0.210 Acre Bastu Land.

The Schedule in L.R. Dag No. 3398 butted boundedby:-

On the North : 25 feet wide chatterjee lane (rosevilla) and L.R Plot no 3399.

On the South : L.R Plot no 3399.

On the East : L.R Plot no 3411 and 3397.

On the West : L.R Plot no 3405.

THE SECOND SCHEDULE ABOVE REFFERED TO

Purpose - Residential, Flat being no. on the **Floor** having Covered area **Sq.ft** (more or less) Service Area **Sq.ft.**, total Super built up area of **Sq.ft**, more or less of " **BALAJI RESIDENCY PHASE II**" apartment including the proportionate share of common area and facilities constructed in the building, and land referred to in the "A" schedule hereinabove and the said Flat and Covered Garage delineated on the annexed map hereto marked and bordered **RED** thereon including the undivided proportionate share in the land and areas.

The Flat is butted bounded by:-

On the North :

On the South :

On the East :

On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

Common paths, passages, main entrance to the said premises and the building and the land appertaining thereto except those as are reserved for any particular unit or group of units and specified by the Owner/Developer.

Open spaces, if any, stair cases, lobbies, open terrace for its user until and unless otherwise determined by the Developer and all such other spaces except the open terrace kept reserved by the Developer for construction of another floor provided sanctioned by the concerned authority.

Rooms or spaces for water pumps over head water tanks under ground water reservoir if any, electric meter rooms spaces for transformers sub-station if any.

Common boundary wall and main gates.

Drainages, Sewerages, Septic tanks and all pipes and other installations for the same (except only those as are installed with

the exclusive area of any Unit and/ or exclusive for the use of any Purchasers.

External-electrical installations including wiring and fittings in all other common plumbing tools and other installations.

Water pumps and electric motors and all other common plumbing tools and installations. Each of other common parts, areas, equipments and installations fittings and fixtures, spaces in the said land, the premises and the building as are necessary for the common passage and/or user of the units in common by the co-owners and parapet wall of the building .

- i) The cost of extra expenses, if any, such as cost of electrification shall be borne by the Purchasers, as their common expenses and as determined by the developer.*
- j) Lift facility and transformer and attach other electrical equipments.*

THE "FOURTH " SCHEDULE REFERRED TO
(COMMON EXPENCES)

- 1. MAINTENANCE** : *costs for maintaining operating, acing, repairing, white washing, painting, decorating, redecorating. re-building. re-constructing, lighting and renovating the common areas ,including the exterior or interior but not inside any unit I walls of the New Building .*
- 2. OPERATIONAL:** *All expenses for running and operating all machinery, equipment and installations comprised in the common areas.*

3. **STAFF:** *The salaries of and all other expense on the staff for the common purpose, viz. manage clerks, security personnel, sweepers, plumbers, electricians, etc, including their perquisites, bonus and other emoluments and benefits .*
4. **ASSOCIATION:** *Establishment and other expenses of the Association, including its formation, office and miscellaneous expense,*
5. **INSURANCE,** *All expenses for insuring the New Building and/ or the common area, inter alia, against earthquake, intermob, violence, damages, civil commotion etc.*
6. **FIRE FIGHTING** *Costs of installing and operating fire-fighting equipment and personnel , if any .*
7. **COMMON UTILITIES:** *All charges and deposits for supplies of common utilities to the Co- Owner's, in common.*
8. **ELECTRICITY:** *charges for the electrical energy, consumed for the operation of the common machinery and equipment.*
9. **LITIGATION:** *All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.*
10. **RATES AND TAXES:** *Municipal Tax, Multi-storied building Tax, Water Tax, and other levies in respect of the land and the new building save those separately assessed on the Purchaser.*
11. **RESERVES:** *Creation of fund for replacement, renovation and other periodic expenses .*

IN WTTNESS WHEREOF the Owners and Developer and the Purchaser subscribes their signature this day of 2026.

Signed Sealed and Delivered
the presence of :-

1.

SIGNATURE OF THE OWNERS
(FIRST PART)

2.

SIGNATURE OF THE PURCHASER
(SECOND PART)

SIGNATURE OF THE DEVELOPER
(THIRD PART)

MEMO OF CONSIDERATION

Received on and from the Purchaser the within mentioned consideration money of **Rs.** **/- (Rupees)** **)** only as per memo below.

Date	Cash/cheque No.	Bank Name & Branch	Amount
<i>Total</i>			/-

(Signature of the Developer)

Drafted by me

Advocate

***Regd. No.
District Judges Court, Hooghly***

Type by me

Chinsurah Court