### **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE made this day of June, 2024,

### BY AND BETWEEN

(1) SRI. TAPAN RAY CHAUDHURI alias SRI. TAPAN ROY CHOWDHURY (PAN. ADKPR8151N), (AADHAR. 9175 0194 0434), (D.O.B. 22/02/1945), (MOBILE No. 9239227866) son of Late Jagabandhu Roy Choudhury, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 12A, Rani Bhabani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, District - South 24 Parganas, and (2) SRI. SUBHASH ROY CHOWDHURY,



(PAN. ADJPR8160Q), (AADHAR. 4315 7362 3605), (D.O.B. 23/01/1947), (MOBILE No. 6289192898) son of Late Jagabandhu Roy Choudhury, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 12A, Rani Bhabani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, District - South 24 Parganas, represented through their lawful Constituted Attorney SRI. TARUN KUMAR GHOSH, (PAN. ADUPG1361P), (AADHAR. 4516 0358 8050), (D.O.B. 11/09/1961), (Mobile No. 9831063573), Son of Late Dhrubapada Ghosh, by religion - Hindu, by nationality - Indian, by occupation - Business, residing at 2 Rani Bhawani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, hereinafter called and referred to as the OWNERS/VENDORS (which expression shall unless exclude by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the ONE PART

### **AND**

SRI TARUN KUMAR GHOSH (PAN No: ADUPG1361P), (AADHAR: 4516 0358 8050), (D.O.B. 11/09/1961), (Mobile No. 9831063573), Son of Late Dhrubapada Ghosh, by religion - Hindu, by Nationality - Indian, by occupation - Business, residing at 2 Rani Bhawani Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, District - South 24 Parganas, hereinafter called and referred to as the <a href="DEVELOPER/CONFIRMING PARTY">DEVELOPER/CONFIRMING PARTY</a>, (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his, executors, administrators, representatives and assigns) of the <a href="SECOND PART">SECOND PART</a>

#### AND

SRI	, (PAN-	), (AADHAAR	NO. )
son of	, by fa	aith- Hindu, by Natio	onality- Indian, by
occupa	ion- , residing at Type	1	, P.O , P.S
, is he	reinafter called and referred t	to as the <b>PURCHASE</b>	R (which terms or
expres	ion shall unless excluded by	or repugnant to the	context hereof be
deeme	to mean and include the	eir respective legal	heirs, successors,
succes	ors in interest, executors,	administrators, leg	al representatives
and/or	assigns) of the THIRD PART.	_	

The Owner, Developer and the Purchaser shall hereinafter collectively be referred to as the "parties" and the individually as a "party".



<u>WHEREAS</u> one Jagabandhu Roy Chowdhury since deceased was the sole and absolute Owner of amongst other properties the said three premises being Premises No. 182, S.P. Mukherjee Road, Kolkata - 700026, measuring 5 Cottahs 13 Chittacks and 30 Sq. Ft., more or less and premises No. 2 Rani Bhabani Road, Kolkata - 700026 measuring 3 Cottahs and 1 Chittack and 11 Sq. Ft. more or less and Premises No. 4A, Rani Bhabani Road, Kolkata - 700026 measuring 3 Cottahs 2 Chittacks and 36 Sq. Ft. more or less respectively.

AND WHEREAS the said Jagabandhu Roy Chowdhury on about 24th August, 1966 after making and publishing his last will and testament dated the 12th July, 1962 modified by a Codicil dated 17th day of June, 1966 whereby and where under he appointed his both sons Tapan Roy Chowdhury and Subhas Roy Chowdhury and his widow Smt. Namita Roy Chowdhury and one Sudhindra Nath Roy as the joint executors and executrix to his estate and gave devised and bequeathed amongst his other properties and assets and the said

Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026 to his said two sons namely the said Tapan Roy Chowdhury and the said Subhas Roy Chowdhury in equal shares and Premises No. 2, Rani Bhabani Road, Kolkata - 700026 to his daughter said Smt. Tapati Roy and Premises No. 4A, Rani Bhabani Road, Kolkata - 700026 to his other daughter said Smt. Arati Basu.

<u>AND WHEREAS</u> the said executors and executrix to the estate of the said Jagabandhu Roy Chowdhury applied for grant of probate of the said Will vide Case No. 197 of 1967 in the High Court, Kolkata (Testamentary and Intestate Jurisdiction) and the Hon'ble High Court vide order dated the 30<sup>th</sup> September, 1967 granted probate thereof.

AND WHEREAS by virtue of the grant of probate to the said Will said Tapan Roy Chowdhury and Subhas Roy Chowdhury became the Joint Owners of the Premises No. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026 and said Tapati Roy became the sole and absolute Owner of Premises No. 2, Rani Bhabani Road, Kolkata - 700026 and said Smt. Arati Basu became the



sole and absolute Owner of the Premises No. 4A, Rani Bhabani Road, Kolkata - 700026.

AND WHEREAS the said Tapan Roy Chowdhury and Subhash Roy Chowdhury became the joint Owners, each having 50% share, of the fully tenanted Premises no. 182, Shyama Prasad Mukherjee Road, Kolkata - 700026, consisting of various old Kancha structures with tile sheds standing thereon and the owners though being desirous of developing the said Premises had been unable to shift and/or vacate the tenants at Premises No. 182, S.P. Mukherjee Road, Kolkata - 700026, measuring 5 Cottahs 13 Chittacks and 30 Square Feet more or less.

AND WHEREAS said Tapan Roy Chowdhury and Subhash Roy Chowdhury being the present owners herein mutated their name as recorded owner in the books and record of the Kolkata Municipal Corporation in respect of the said plot of land and structure with tiles shed and after mutation the said plot of land and structure with tiles shed and after mutation the said plot of land and structure with tiles shed had been numbered and recorded as being holding and premises no. 182, Shyama Prasad Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, within Kolkata Municipal Corporation, under Ward No. 88, District - South 24 Paraganas.

AND WHEREAS after acquiring absolute right title and interest over the said property being holding and premises no. 182, Shyama Prasad Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, within Kolkata Municipal Corporation, under Ward No. 88, District - South 24 Parganas, the owners/vendors hereto of the owners/vendors the one part herein have expressed their desire to develop the said property, the details of which is more fully described in the First Schedule hereunder in written and hereinafter for the sake of brevity referred to as the SAID PREMISES free from all encumbrances, charges, liens, attachments, lispendens whatsoever, through any recognised Developer/ Promoter for construction of Multistoried Building thereon consisting of several flats in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation.

<u>AND WHEREAS</u> having come to know the aforesaid intention of the party hereto of the one part the party hereto of the other part being the existing tenant and a reputed Developer/ Promoter have also expressed their desire



to take up the task of Development of the said First Schedule Property in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS after having detailed discussion the party hereto of the one part being joint and absolute owners of the said First Schedule property have agreed to develop their said premises for construction of Multi-storied Building thereon consisting of several Flats, Car parking space, Shop and commercial spaces, etc. through the party hereto of the other part.

AND WHEREAS the owner herein have satisfied regarding the soundness of fund and knowledge of construction including experience of the Developer herein and the owners agreed with the developer for construction a Multistoried building on the said land and one development agreement has been executed by and between the vendors and the Developer for the purpose of the proposed Multi-storied building thereon and the said Development Agreement were executed and registered in the Office of the A.D.S.R. at Alipore on 4th April 2016 and it was recorded in Book no.1, Volume No. 1605 - 2016, pages from 66954 to 66991 and being no. 160502470 for the year 2016 with the terms and conditions more full and specifically mentioned therein.

AND WHEREAS a general power of attorney was executed and registered by the owners/ vendors in favour of the developer namely, **Dr. Tarun Kumar Ghosh**, Son of Late. Dhrubapada Ghosh, by religion - Hindu, by occupation - Business, residing at 2, Rani Bhabani Road, P.O. - Kalighat, P.S. - Tollygunge, Kolkata - 700026, District - South 24 Parganas, which was registered in the office of the A.D.S.R. at Alipore, on 4th April 2016 and it was recorded in Book No. 1, Volume No. 1605-2016, pages 65822 to 65837 and being no. 160502475 for the year 2016.

AND WHEREAS a valid building sanction plan vide no. 2018080154 dated 12/11/2018 was obtained from Kolkata Municipal Corporation for the purpose of construction of a multi storied building on the said land in the name of the vendors by the said Developer.

<u>AND WHEREAS</u> one supplementary development agreement has been executed by and between the vendors and the developer for the purpose of



the proposed multi storied building thereon and the said Development Agreement were executed and registered in the office of the A.D.S.R. at Alipore in the year 2019 and it was recorded in Book No. 1 and being no. 160505585 for the year 2019 with the terms and conditions more full specifically mentioned therein.

<u>AND WHEREAS</u> there after obtaining the sanctioned plan the said Developer, have started to construct the multi storied building as per the valid sanction plan consisting of several residential ownership flats and/or units, shops, garages and spaces.

AND WHEREAS in need of a residential flat the Purchasers herein approached the Developer herein for purchasing of a self-contained tiles finished residential flat being no. ...... measuring about ...... sq. Ft. more or less Super Built-up area (...... Sq.Ft. Super Built-up area from Flat No. ...... and ......... Sq.Ft. Super Built-up area from the adjacent portion of Flat No. ......) on the third floor of South Eastern side of the said building consisting of two bedrooms, one box room, one Living Room, one dining space, one kitchen room, one balcony and two toilets wherein after refer to as the 'Said Flat' together with one covered car parking space, marked as 4, measuring about ....... Sq. Ft. more or less on the ground floor of the said building wherein after refer to as the 'Said Car Parking Space' from the developer's allocation lying situated at and being Premises No. 182, Shyama Prasad Mukherjee Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026, within Kolkata Municipal Corporation, under Ward No. 88, District - South 24 Parganas, together with undivided, undemarcated proportionate share of the land and all easement right and rights and after satisfied from all aspects the owners/ Vendors and Developer have agreed to sell the said flat along with the said car parking space wherein after for the brevity of contract referred to as the 'Said Property" stated herein above from the Developer's allocation to the said Purchasers herein and the said flat more fully and specifically mentioned in the Second Schedule hereunder in written with a total consideration of Rs...../- (Rupees .....) only. The Vendors are not receiving any consideration value from the Purchasers. The Vendors are putting their signatures through their Constituted Attorney and or executing this document only for the purpose of registration of deed of conveyance for the



said flat and covered car parking space as described in the schedule-B written below.

AND WHEREAS the Developer and the Purchasers have entered into one agreement on ....., wherein inter alia it was agreed by the parties that the Purchasers will purchase the flat of more or less ...... sq. ft. Super Built-up area on the third floor of the newly constructed building comprised of ........... Sq. ft from Flat No. ...... and ......... Sq. Ft. Super Built-up Area from the adjacent portion from Flat No. ...... After modification of revised building plan by Rule-26 of the KMC Act, the said flat has been renumbered as Flat No. ...... (.......... Sq.Ft. Carpet area from Flat No. ...... Sq.Ft. Carpet area from Flat No. .....). It is particularly stated that the area from the aforesaid flats remain same and unchanged. After execution of the deed of conveyance the said flat being Flat No. ....., more fully described in the Schedule B below, which will be considered as one unit without part and/or division and the mutation will be done accordingly as single unit being Flat No. ...... by the Purchasers. The said flat being Flat No. ..... is marked and delineated with Red ink in the attached plan.

NOW THIS INDENTURE WITNESSETH that in consideration of sum of Rs. ......**/- (Rupees** ......) only of the lawful and truly money of Union of India paid by the Purchasers to the Developer/Confirming Party at the time of or prior to the execution of these present as per memo of consideration appearing hereinafter, and the payment and receipt whereof the Developer/Confirming Party doth hereby own, admit and acknowledge the same and every part thereof the Vendors and Developer/Confirming Party doth hereby acquit, release, discharge and exonerate the Purchasers FOR EVER and now nothing is due and payable by the Purchasers to the Developer/Confirming Party or any count whatsoever. The said flat is from the Developer's allocation and free from all encumbrances, attachments, mortgages, charges, liens, lispendences, claims or demands whatsoever TOGETHER with the PRIVILEGES to use and enjoy the common areas, common parts, common facilities, all easements and common amenities for the said residential flat being Flat No.'...., on the third floor and the covered Car Parking Space No.4.... of the said premises without any interruption, disturbances or interferences by the Vendors and Developer/Confirming



**BE IT FURTHER MENTIONED HERE** that the Purchasers are entitled to sell, mortgage, lease or otherwise alienate the property being conveyed to the Purchasers and not beyond that the limits thereof without jeopardizing the floors, roof, ceiling and the building as a whole and also other rights accrued on him as the owners.

That the Developer undertakes to construct the toilet and the caretaker/servant/guard room at the ground floor as per the dimension of the B.S.P. being no. 2018080154 dated 12/11/2018 issued by K.M.C. within the six months from the date of execution of these Deed of Conveyance.

### THE SCHEDULE-A, ABOVE REFERRED TO

**ALL THAT** piece and parcel of bastu land 5 (five) Cottahs 13 (thirteen) Chittacks 30 (thirty) Sq. Ft. More or less as per the physical measurement



together with various structure with tiles shed standing thereon lying situate at 182, Shyama Prasad Mukherjee Road, P.O. Kalighat, Police Station Tollygunge, Kolkata - 700026, within Kolkata Municipal Corporation, under Ward No. 88, District - South 24 Parganas, butted and bounded as follows:-

ON THE NORTH: 178, Shyama Prasad Mukherjee Road;

ON THE SOUTH: 40 feet wide Rani Bhabani Road;

ON THE EAST : 120 feet wide Shyama Prasad Mukherjee Road;

ON THE WEST : 2, Rani Bhabani Road.

### THE SCHEDULE-B, ABOVE REFERRED TO

(Said flat and said car parking from "Developer's Allocation")

ALL THAT the piece and parcel of a self-contained vitrified ceramic tiles
finished residential Flatbeing no. "" from developer's allocation
measuring about Sq. Ft. more or less Carpet area ( Sq.Ft.
Carpet area from Flat Sq.Ft. Carpetarea from Flat
Sq.Ft. Carpet area as Flat)
on the third floor of South Eastern side of the said G+4 building namely
"UTTORAN" consisting of Two Bedrooms, One Box Room, One Living Room,
One Dining Space, One Kitchen, One Balcony and Two Toilets together with
one covered Car Parking Space marked as "" in the ground floor
measuring about Sq. Ft. more or less of the said building from the
Developer's allocation lying and situate at Premises No. 182, Shyama Prasad
Mukherjee Road, P.O. Kalighat, Police Station Tollygunge, Kolkata - 700026,
within Kolkata Municipal Corporation, under Ward No. 088, District - South
24 Parganas, more fully delineated in the map or Plan annexed hereto and
bordered in "Red" ink together with undivided proportionate importable
variable share in the land of the said premises more fully described in the
First Schedule herein above attributable thereto with right to use with the



ultimate roof inclusive of erecting dish antenna for T.V., cleaning of over head water tank, hanging of clothes for drying etc. and enjoyment of the common areas and facilities and all easement rights therewith.

### THE THIRD SCHEDULE ABOVE REFERRED TO: (SPECIFICATION OF WORK)

FOUNDATION - RCC framework with brick wall. Reinforced concrete foundation and piling if required as approved by the engineers of Developers.

DOORS - Main gate decorative wooden doors.

WINDOWS - UPVC Windows.

ROOMS - Floor- Living Dining - Vitrified ceramic tiles, other Bedrooms - Vitrified ceramic tiles. Walls - Brick wall with P.O.P/ Putti Finish.

KITCHEN - Unfurnished/ Unfinished for the Purchasers to complete.

TOILETS - Floor - Anti skid vitrified ceramic tiles. Bathroom Walls to have Kajaria or equivalent make designer tiles up to door height.

LIFT - One regular operational lift.

WATER SUPPLY - 24 Hours Water Supply.

EXTERIOR/ ELEVATION - Finish with decorative exterior paint as per Architect's specification.

OTHER FACILITIES - CCTV Camera at Ground Floor, Firefighting equipment/system.

### **COMMON EXPENSES:**

a. The expenses for maintenance as and when requires which includes white washing painting, repairing or replacing, decorating all common areas, outer walls of the building, parking spaces, boundary walls,



- staircases, foundation walls, main entrance, gate staircase, passage, motor pumps, overhead and underground water tanks and all other spaces for common use and lift repairing and maintenance, common electricity charges.
- b. Expenses for maintenance cleaning changing replacing shifting common electrical lines, fittings accessories, pipe connections, underground reservoirs, over head tank drainages, tube wells, motor pumps, antenna connections, telephone connections, from gate to the G+IV storied building etc, and all other common fixtures, fittings and installations therein.
- c. Cost of employing necessary staff including Darwan (security staff), Jamadaar (sweeper), etc.
- d. All rates charge assessments impositions and other outgoings payable in respect of all common areas of the building or the entire building so long as separate assessments of flats and other areas are not made. (Purchasers need to pay proportionately).
- e. Any other common charges, expenses, impositions, which may become payable for maintenance of common benefits and utilities. (Purchasers need to pay proportionately).

## THE FIFTH SCHEDULE ABOVE REFERRED TO (COMMON PARTS) - COMMON TO THE CO-OWNERS

- 1. Demarcated portion of Lobbies in the ground floor. (excepting Car Parking Space covered uncovered)
- 2. Staircases on all floors.
- 3. Staircase Landings on all floors.
- 4. Lift Lobbies and Lift well on all floors.
- 5. Lift installations and machine rooms.
- 6. Outer walls of the building, foundation walls, entrance gates and main gate of the building.
- 7. Common Electrical Wiring, Meter room.
- 8. Pump and machine room.



- 9. Water Pump, Overhead water tank, Water Tank, Water pipes and other common pumping installation.
- 10. Drainage and sewerage evacuation pipes from the flats to drains and sewers common in the building.
- 11. Garbage Disposal area.
- 12. The developer will construct one toilet and servant's room in the ground floor within 6 months from the date of execution of this deed of conveyance, which will be common to all.

# THE SIXTH SCHEDULE ABOVE REFERRED TO: PURCHASERS'S COVENANTS, STIPULATIONS, RESTRICTIONS AND TERMS AND CONDITIONS

- a. To pay proportionately both owners and occupiers share of Municipal rates/ taxes/ levies that may be levied in future on the said flat.
- b. To pay the proportionate share for maintenance charges towards common services provided in the said building for the use/ benefit of the Purchasers and/or Co-Purchasers of the other flat/flats.
- c. To pay interest at the rate of 24% per annum on all amounts, becoming due and payable by the Purchasers to the Developer/Confirming Party hereunder for the period the Purchasers delays and/or defaults in the payments thereof subject to notifying the demand to the purchasers in writing by the "Confirming Party".
- d. To pay the proportionate share for maintenance charges on the due date regularly and in default thereof the said amount together with interest thereon shall constitute a charge in respect of the said flat until full payment is made in respect there of subject to notifying the demand to the purchasers in writing by the "Confirming Party".
- e. Not to do anything in connection with the use and enjoyment of the said flat whereby the Vendor, Developer and/or other occupants are prejudicially affected.
- f. Not to throw any rubbish, garbage or dismantled building materials in any common parts save and except in areas specified.



- g. The Purchasers shall not keep nor store in the said flat any inflammable or combustible articles or any other similar articles giving an offensive smell.
- h. Not to do anything which will cause any nuisance or annoyance to the co-Purchasers and/or occupants of other portions of the building and/or the flat.
- i. Not to decorate or paint or otherwise alter the exterior of the said flat or common parts of the building in any manner save in accordance with the general scheme thereof as maybe specified.
- j. Not to do anything whereby the other co-Purchasers are obstructed in or prevented from quiet enjoyment of their respective flats and jointly of the common areas.
- k. Not to claim any right title interest over the roof of the said building and or any part thereof of the building other than the flat purchased provided, however, the ultimate roof of the building will be used by the Purchasers inclusive of erecting dish antenna for T.V., cleaning of over head water tank etc.
- I. Not to obstruct in any manner the vendor in raising further storied or making other constructions or transferring any right in or on the land or building other flats and areas of the building as per sanctions of the Kolkata Municipal Corporation.
- m. Not to display or affix any neon sign or signboard on any outer walls of the building or the flats or the common parts and not to affix any letter boxes in any place except the place provided by the vendor.
- n. Not to claim any partition or sub/division of the land and/or common parts and not to partition the flats by metes and bounds.
- o. Not to claim any additional rights other than undivided proportionate variable share in the land comprised in the said premises.
- p. Not to put up brick wall or any other pucca construction within the flat or anywhere in the building.



- q. Not to keep any goods in the common corridor or common area which shall always be kept free and no agent or employees of the Purchasers will be entitled to any and/or sleep in the common areas.
- r. To keep the said flat in a good state of repairs and conditions.
- s. If any dues of the vendor/developer and/or an association remains due and payable by the Purchasers, the Vendor, Developer, and/or an association shall be entitled to withdraw and/or stop the Purchasers from utilising the common services subject to notifying the demand to the purchasers in writing by the "Confirming Party".
- t. The Purchasers shall not obstruct the vendor/developer and/or an association from carrying out any obligations and/or duties for the maintenance of the said building or any common parts or utilities.
- u. Not to make any internal changes whatsoever in the said flat, if so requires, that should be done with a prior permission and sanction of plan from the K.M.C. and execution of such work will be done without disturbing the co-owners and/or co-occupants.
- v. The carriage way will be from the South Western gate of the said building.

### **DECLARATION:**

We, the executants herein hereby declare and say that this deed of conveyance has been drafted with our instructions, approval and the documents furnished by us and for any suppression and/or wrong information and for wrong documents and for other motives and intentions all consequences thereto, shall be faced only by us as executants without passing the burden to third person/(s) and to confirm and ratify the same We the executants hereby put our signatures below.

Dr. Tarun Kumar Ghosh.

Ranjana Adhikari Asit Baran Adhikari



<b>-</b>	_
Drafted	Rw

Navojit Mukherjee Advocate High Court, Calcutta.

### **MEMO OF CONSIDERATION**

RECEIVED	from	the	within	mentioned	Purchasers	а	sum	of	Rs.
	/- (	Rupe	es		) only.				

Date	By Cash, Cheque	Amount (Rs.)
	Total (Rs.)	

Rupees		only	/
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### DEVELOPER/CONFIRMING PARTY

### WITNESS:

1,

2.

<u>IN WITNESS WHEREOF</u> the parties herein and hereto have sent and subscribed their respective hands and seals on the day months and year first above written.

### SIGNED, SEALED AND DELIVERED

in the presence of

1.

VENDORS

(Through their Constituted Attorney
Dr. Tarun Kumar Ghosh)

2.

### SIGNED, SEALED AND DELIVERED

in the presence of

1.



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2.

## SIGNED, SEALED AND DELIVERED in the presence of

1.

2.

**PURCHASERS** 

