

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the        day of        , 2024  
BETWEEN

**AMITAVA BASU** (PAN No. ADYPB2729A), son of Late Niraj Mohon Basu, resident of 12C Gurupada Halder Road, Kolkata 700026, P.S. Kalighat, Kolkata 700026, hereinafter called and referred to as the **“OWNER/VENDOR”** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successor/ successors) of the **FIRST PART**.

### **AND**

\*\*\*\* (having PAN \*\*\*\* and Aadhaar No. \*\*\*\*), \*\*\*\*, by religion \*\*\*\*, by occupation \*\*\*, by nationality \*\*\*\*, residing at \*\*\*\*, P.O. \*\*\*\*, P.S. \*\*\*\*, Kolkata \*\*\*\*, hereinafter called and referred to as the **PURCHASER** (which expression shall unless repugnant to the context be deemed to mean and include his/ her heirs, successors, executors, administrators and assigns) of the **SECOND PARTY**.

**AND**

**BOSE DEVELOPER** (PAN No. ALCPB2684A) a construction and development concern having its office at 49/1 Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026 represented by its sole Proprietor namely GOPA BOSE (PAN No. ALCPB2684A) wife of Prasanta Bose, by faith Hindu, by occupation Business, by Nationality Indian, residing a 49/1, Gurupada Halder Road, Police Station Kalighat, P.O. Kalighat, Kolkata 700026, hereinafter called and referred to as the **“DEVELOPER/** (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his legal heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **THIRD PART.**

AND

WHEREAS by an Indenture of Conveyance bearing dated 14m March 1947 made and executed by one Annapurna Dewand Charu Chandra Chattopadhyay collectively sold, transferred. granted, assured, assigned and conveyed revenue paying land containing by measurement 2(two) cottahs 12 (twelve) Chittaks be the same little mere or less identified as Scheme Plot No. lot A lying and situated at Mauza Kalighat, Collectorate Tauzi No. 1298/3333, Dihi Panchanna Gram, Grand Division 6, Sub division E appertaining to old Holding No. 54 Municipal Corporation, Premises No. 12, Halder Para Road, under Police Station Bhowanipur, now Police Station Kalighat District 24 parganas unto and jointly in favor of Lalit Mohan Basu, Saroj Mohan Basu and Niroj Mohan Basu, all son of Late Pullin Bebari Basu described as the Purchaser for the consideration mentioned in the said deed of Conveyance and the same had been duly registered at the office of the Joint Sub Registrar of Alipore at Behala and had been kept recorded in Book No. 1Volume No. 8. Pages 61 to 68, Being No. 412 for the year 1947.

AND WHEREAS while thus the foresaid Lalit Mohan Basu, SRI Saroj Mohan Basu and Niroj Mohan Basu, all son of Late Pulin Behari Basu jointly seized

and possessed of and otherwise well and sufficiently entitled to the said property specifically and particularly described herein above one of the said owners namely Saroj Mohan Basu died intestate as a bachelor on the day of 10th October 1948 leaving behind him other two brothers namely Lalit Mohan Basu and Niraj Mohan Basu, both son of Late Pulin Behari Basu, as the only legal heirs to inherit his undivided estate jointly having undivided equal shares therein.

AND WHEREAS while thus the aforesaid Lalit Mohan Basu Saroj Mohan Basu and Niraj Mohan Basu, both sons of Late Pulin Behari Basu jointly seized and possessed of and otherwise well and sufficiently entitled to the said property specifically and particularly described herein above constructed a three storied brick built building with RCC. roof out of their own accord.

AND WHEREAS while thus the aforesaid Lalit Mohan Basu, Saroj Mohan Basu and Niraj Mohan Basu, both son of Late Pulin Behari Basu jointly seized and possessed of and otherwise well and sufficiently entitled the said property together with a brick built building with R.C.C. roof specifically and particularly described hereinabove one of the owners namely Lalit Mohan Basu died intestate state on 3rd day of Rind January 1956 leaving behind him his his with namely Smt. Usha Rani Bosu and his only son namely Abhijity Bosu as the legal heirs to inherit his estate jointly with equal share

AND WHEREAS while thus the aforesaid Niraj Mohan Basu, son of Late Pulin Beburi Basu, along with the legal heirs of the deceased Lalit Mohan Basu namely Smt. Usha Rani Basu wife al-Late Lalit Mohan Basu and Abihit Basu, son of Late Lalit Mohan Basu herein jointly seized and possessed of and otherwise well and sufficiently entitled to the said property together with a brick built building with RCC roof specifically and particularly described herein above recorded their names in the register of the local Municipal Corporation authority and the said premises being

known and identified as 12, Haldar Para Road and thus made and executed an amicable deed of Partition on 26 May 1967 between Niraj Mohan Basu, son of Lata Pulin Behari Basu tots ONE PART as the legal heirs of the deceased Lalit Mohan Basu namely Usha Rani Basu, wife of Late Lalit Mohan Basu and Abhut Basu, son of Late Lalit Mohan Basa, collectively therein referred to as the OTHER PART and same has been registered in the office of the Sub-Register at Alipore and recorded into Book No. 1. Volume No. 23, Pages 259 to 264, Being No. 4470 for the year 1967.

AND WHEREAS by virtue of the aforementioned registered Deed of Partition and said Niraj Mohan Basu are allotted the eastern side portion of land of the said property measuring about Hand) Cottah 9 (nine) Chittack 7 (seven square feet be the same little more or less together with structure standing thereon being portion of Premises No. 12, Haldar Para Road, and Usha Rani Basu and Abihit Basu herein jointly allotted the western side portion of the land of the said property measuring 1(one) cottah Chittacks 7 (seven) square feet be the same little more or less together with structure standing thereon absolutely and forever.

AND WHEREAS one Niraj Mohan Basu, died intestate on 12.08.1992 leaving behind his one son and one daughter namely Sri Amitava Basu and Smt. Krishna Ray, as his legal heirs and successors to inherit his aforesaid property together with old and dilapidated three st estoried building by way of inheritance according to Hindu Succession Act, 1956.

AND WHEREAS in consideration of the natural love and affection Smt. Krishna Ray has freely and willingly accorded and decided without being influenced from from any person or persons desirous of making absolute and unconditional free gift of her undivided hall share of BASTU land measuring more or less 12 Chittaks 26 sq. It together ogether with w undivided half share of super built up ares more or less 200 sq ft in each floor ie. Total measuring super b uparea more or less 600 sq.ft. out of total bastu land measuring more or For less 1 Cotrah 9 Chittaks 7 sq. it together

with old and dilapidated three storied building standing thereon on measuring measuring su super built up area more or less 400 sq. In in each floor i.e total measuring super built up area more or less 1200 sq ft wing and spared at Mouza Kalighat P.S. Bhowanipur now Kalighat, Toul No. 1298/2833. Dihi Panchanna gram, Grand Division-6, Sub Division E, within the limits of the Kolkata Municipal Corporation under Ward No. 83, being Premises No JVC Gurupada Halder Road, Kolkata 700020, having its Assessee Na 11-083-10-0000-9, under the jurisdiction ADSR Alipore, in the District south 24 Parganas.

AND WHEREAS thus said Sri Amitava Basu and Smt. Krishna Ray became the owners of undivided » share of the afore said property and by the virtue of the Gift Deed which was registered at Alipore, South 24, Parganas, recorded in Book No. 1, Volume No. 1630 of 2021, Page No. 26083 to 26107, Being No. 163000726 for the year of 2021 said Kruishna Basu therein mentioned as the Donor and Amitava Basu as the Donee of undivided ½ share.

AND WHEREAS thereafter the said property has been mutated in the name of the said Amitava Basu as the absolute owner and after mutation the said property has been known and renumbered as Premises No. 12C Gurupada Halder Road, P.S. Kalighat, Kolkata - 700026, having its Assessee No. 11-083- 10-0090-9 herein after called to as the said Premises.

**AND WHEREAS** the present **OWNER/VENDOR** now decided to develop the **SCHEDULE - 'A'** mentioned property by constructing a Ground plus Four storied building with lift facility, comprising of a number of residential flats on the different floors, Car Parking Space/s in the ground floor through his own Developer-firm as per the sanctioned building plan duly sanctioned from The Kolkata Municipal Corporation.

**AND WHEREAS** the **DEVELOPER/THIRD PARTY** herein has primarily taken sanction of a Ground Plus three storied building Plan with Lift facility vide sanctioned building Permit No..... dated ..... from The Kolkata

Municipal Corporation Borough Office – XII and subsequently it has been revised as Ground Plus Four storied building Plan with Lift facility vide sanctioned building Permit No..... dated ..... from The Kolkata Municipal Corporation ..... at the Developer's own cost and expenses.

**AND WHEREAS** thereafter the **OWNER** herein entered into a registered Development Agreement along with Developer Power of Attorney dated ....., , with the **DEVELOPER**, the Party of the **THIRD PART** herein and now the **DEVELOPER**, the party of the **THIRD PART** herein has developed as well as promoted the entire premises as described in the **SCHEDULE – 'A'** below as per aforesaid sanctioned building plan as well as the specification as annexed herein below. The First Floor, ..... Flat being No. .... of the building which is hereby being sold in favour of the **PURCHASERS** is off **Developer's Allocation** and the **DEVELOPER** shall receive the entire consideration sum in terms of the said registered Development Agreement along with Developer Power of Attorney dated .....

**AND WHEREAS** the Parties of the **SECOND PART/ PURCHASERS** having their desire to acquire one residential flat in the said construction of the building have approached the said Party of the **THIRD PART** and have signified their willingness to purchase one residential flat being Flat No. "..... in the said construction situated on the ....., South-East-West side of the building as described in the **SCHEDULE – "B"** hereunder written.

**AND WHEREAS** the Party of the **THIRD PART** i.e. **DEVELOPER** has agreed to enter into an Agreement with the Parties of the **SECOND PART/ PURCHASERS** who have agreed with the Party of the **THIRD PART/DEVELOPER** for absolute purchase of one residential flat of the building as stated hereinbefore and more fully and more particularly described in the **SCHEDULE – "B"** together with the proportionate undivided share and interest of land and in the said demised land and other common rights, common parts and requirements, affixtures and apparatus of common utility of the said construction as mentioned hereinafter with full satisfaction of the Parties of the **SECOND PART/ PURCHASERS** in regard to the title Deed of the

demised land, site plan, and sanctioned Building Plan on certain terms, conditions and stipulations hereinafter appearing.

**AND WHEREAS** thereafter the Purchaser herein in terms of the said agreement paid the entire consideration money of **Rs.\*\*\*\*/- ( Rupees \*\*\*\*)** only to the Developer/ for the said flat and car parking space and thereafter called upon the Vendor/ Owner and the Developer / to execute and register the sale deed in favour of the Purchaser and accordingly Vendor/ Owner and the Developer agreed to sell, execute and register the said flat and car parking space in favour of the Purchaser free from all encumbrances by executing this deed.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the said **sum of Rs. \*\*\*\*/- ( Rupees \*\*\*\*)** only paid by the Purchaser to the Developer towards payment for sale of a self-contained flat being **Flat No. \*\*\*\*** situated on **the \*\*\*\* floor (\*\*\*\* side)** having total super built up area measuring **about sq. ft.** and one car parking space measuring **about 120 sq.ft.** on the ground floor along with exclusive right of the said building at more fully mentioned in the Second Schedule hereunder written together with undivided share of the land morefully and particularly mentioned in the First Schedule hereunder written, the receipt of which the Developer do hereby and so by the Memo hereunder admits and acknowledge and of and from the payment of the same forever release discharge, acquit exonerate the Purchaser and also the said share and the unit hereby transferred conveyed released and relinquished, the Vendor and the Developer do hereby grant, sell, convey, transfer and assure as well as the

Developer/ herein do hereby assign, confirm and release unto and in favour of the Purchaser **ALL THAT** the said self-contained complete flat and car parking space morefully mentioned and described in the Second Schedule hereunder written **TOGETHER WITH** proportionate undivided share of the land and in the common parts of the building as mentioned in the First

Schedule and Third Schedule respectively OR HOWSOEVER OTHERWISE the said share and the unit now is or at any time heretofore was situated butted bounded called known numbered and interest of the Vendor and the in respect of the said unit and proportionate share of common parts AND all deed pattahs and muniments of title whatsoever exclusively relating to or concerning the said flat TOGETHER WITH proportionate right and/or share in all passage sewers drains, pipes, benefits, advantages, privileges appendages and appurtenances thereto AND ALSO easement and/or quasi/easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said flat and car parking space and undivided proportionate share of land subject to the similar rights liberties easements benefits and advantages as described in the Third Schedule of the owner of the other flat(s) in the said building and the premises TO HAVE AND TO HOLD the property and each and every part thereof unto and to the use of the Purchaser absolutely and forever subject to making payment of proportionate rates , taxes, maintenance charges and other charges incidental or relating thereto more particularly mentioned in the Third Schedule hereunder written.

**THE VENDOR DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER:-**

A) That notwithstanding any act deed matter or thing whatsoever done by the Vendor and/or Confirming Party or any of the Vendor and/or 's predecessor-in-interest/title may have done, committed, executed or knowingly suffered to the contrary the Vendor and the now have good right, full power, absolute authority, indefeasibly title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the property and all rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid according to the true intent and meanings of these presents.



B) That the Vendor and/or have not at any time done or executed or knowingly suffered or been party to any deed matter or thing whereby the property or any part thereof can or may be impeached, encumbered or affected in title.

C) That the said property is free from all claims demands charges mortgages liens attachments, acquisition, requisition trust made or suffered by the Vendor and/or the or any person or persons arising or lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the Vendor and/or the .

D) That free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the Vendor and the and well and sufficiently saved defended kept harmless and indemnified of and from or against all and all manner of former and other rights, title interest lien, charges and encumbrances attachments whatsoever made or done occasioned and/or suffered by the Vendor and the or any person or persons rightfully claiming through or under or in trust for the Vendor and/or the .

E) That it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into hold possess, use, own and enjoy the said property and every part thereof and receive the rents issues and profits there from without any lawful hindrance, eviction , interruption, disturbances, claim or demand whatsoever from or by the Vendor and/or the Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the Vendor and/or the .

F) That the Vendor and the and all persons having or lawfully rightfully or equitably claiming any estate or interest in the property or any part thereof

from under or in trust for the Vendor or the shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such acts deeds matters or things whatsoever for further better and more perfectly assuring the property and every part thereof as shall or may be reasonably required by the Purchaser.

G) That unless prevented by fire or some other irresistible accident, the Vendor and the shall from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchaser produce or cause to be produced to the Purchaser and/or any agent of the Purchaser at any hearing suit, commission, examination or otherwise as occasion shall require the original documents and writings in respect of the said property.

H) That the Vendor and the do and each of them doth hereby according their consent to the Purchaser for mutation separation and/or apportionment of the said flat in the municipal records and all Government and/or Semi Government and/or other statutory body and/or authority.

**THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE AS FOLLOWS;**

1. The Purchaser from time to time and at all times hereby agreed to contribute and pay proportionate share towards the cost and expenses towards the maintenance charges, service charges, taxes and impositions and other outgoings as mentioned in the Schedule 'D' hereunder written and the said amount is variable according to the needs of the circumstances and market trend.

2. The Purchaser are satisfied about the area of the unit/flat mentioned in these presents and hereby agreed not to raise any dispute or question with regard thereto.

3. The Purchaser shall keep and maintain the said flat/unit and every part thereof in good and substantial condition of repair of their own cost and expenses.

4. To permit the Association (if any) or the owner within 24 hours' notice or in case of emergency without any notice the other co-owner of the building and/or their surveyors agents, servants with or without workmen and others at all reasonable times to enter into and open the unit or any part thereof for the purpose of repairing maintaining re-building, cleaning lighting and keeping in order and in good condition all services such as drains pipes, cables water courses gutters wires structure sewers drainage water pipes and other installations and conveniences of the building.

5. The Purchaser shall duly observe, perform and fulfill the Rules and Regulations that may be formulated by the Association /flat-owner in respect of the building and/or premises.

**THE SCHEDULE ABOVE REFERRED TO**

**SCHEDULE - 'A'**

ALL THAT premises No. 12C, Gurupada Halder Road, Kolkata 700026, within the local limits of K.M.C. being Ward No. 83 under jurisdiction of Kalighat Police Station, under District Registrar Alipore measuring 1 Cottah 9 Chittaks together with the old dilapidate 53 years three storied building each floor 400sq.ft. total 1200sq.ft. more or less standing thereon which is lyong and situated at Premisrs 12B, Gurupada Halder Road, Kolkata

700026, having its assesse No. 11-083-10-0028-4 And the property is butted and bounded by as follows:

The North: Premises No. 20/1, now Gurupada Halder Road,

The East: 12/1, now Gurupada Halder Road,

The South: Halder Para Road now Gurupada Halder Road

The West: Premises No. 12B, Halder para road now Gurupada Halder Road,

**SCHEDULE 'B' ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SOLD FLAT)**

**ALL THAT** piece and parcel of one residential **Flat No. ....** situated on the **First Floor, South-East-West side** of the Ground Plus Four storied building measuring super built up area of ..... **Sq.ft. more or less** together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **SCHEDULE 'C'** hereunder written and the said flat erected as per aforesaid sanctioned as described in the **SCHEDULE "A"** above.

**SCHEDULE 'C' ABOVE REFERRED TO**  
**(COMMON RIGHTS AND SERVICES)**

1. All stair-cases and stair landings on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof, Mounted Room, if any, Parapet wall of the building are for the purpose of common services and right.

6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.
10. Vacant space and common Toilet, if any on the Ground Floor.
11. Lift and lift machine room of the building
12. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

**IN WITNESS WHEREOF** the parties hereto have executed this presence the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF  
WITNESSES:**

1.

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**SIGNATURE OF THE VENDOR**

2.

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**PURCHASER**

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**SIGNATURE OF THE**

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-----  
**DEVELOPER**

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**SIGNATURE OF THE /**

Drafted by me as per deeds,  
documents, testimonials and  
instructions given by the parties hereto.

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs. \*\*\*8/- (Rupees \*\*\*\*) only from the within named Purchaser as full and final consideration of the flat and covered car parking space as conveyed in the following manner.

Date	Cash / Cheque	On Bank and Branch	Amount (Rs.)

TOTAL                      Rs. *****.00			

(Rupees \*\*\*\*\*) only

**WITNESS**

1.

2.

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**SIGNATURE OF THE /**

**DEVELOPER**