

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on the                      day of November, 2023  
(Two Thousand and Twenty-three)

**B E T W E E N**

For STRUCTURE INDIA  
*D. Shalaby*  
PARTNERS

**(1) SRI KANAK KUMAR GHOSH (PAN : BIRPG8200Q)**, son of Late Ashok Kumar Ghosh **(2) SRI AMIT KUMAR KUNDU** son of Amar Krishna Kundu **(PAN : BXNPK7011C)**, both by Nationality - Indian, by Faith - Hindu, by Occupation – Service and resident at 7A, Kambuliatola Lane, P.S. Shyampukur, P.O. Hatkhola, Kolkata - 700 005, District Kolkata hereinafter jointly called and referred to as the **(OWNERS/VENDORS)** (which term or expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include their heirs, executors, administrators, legal representatives and/or assigns) represented by their constituted attorneys **M/s STRUCTURE INDIA**, a Partnership Firm **(PAN: AEBFS4815A)** having its office at Chatterjee International Centre, 33A Chowringhee Road, Kolkata - 700 071, P.S. Shakespeare Sarani, P.O. Park Street, District Kolkata, also at 5/3B, Dum Dum Road, Kolkata - 700 030. P.S. Sinthi, P.O. Ghughudanga, District North 24 Parganas represented by it's Partners **(1) Sri Chiranjib Saha** son of Late Chittaranjan Saha (PAN: ALAPS0926L, by Nationality - Indian, by Faith - Hindu, by Occupation – Business residing at 234/1, Gopallal Thakur Road, P.O & P.S. Baranagar, Kolkata - 700 036, District North 24 Parganas **(2) Sri Debabrata Bhattacharya** son of Nripendra Nath Bhattacharjee (PAN : AFNPB5701P), by Nationality - Indian, by Faith - Hindu, by Occupation – Business residing at 8R, Roy Para Bye Lane, P.O. & P.S. Sinthi, Kolkata - 700 050, District North 24 Parganas (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, administrators, legal representatives and assigns) by virtue of the development power of attorney executed on 21.10.2020 registered at the office of ARA – II Kolkata and recorded in Book No.I, CD Volume No.1902-2020, Pages from 158837 to 158882, Being No.4833 for the year 2020 and presently General Power of Attorney registered with the office of ARA – II

Kolkata and recorded in Book No.I, CD Volume No.1902-2023, Pages from 404491 to 404522, Being No.12499 for the year 2023 of the **FIRST PART**.

**A N D**

**Sri** \_\_\_\_\_ son of \_\_\_\_\_,  
**(PAN: \_\_\_\_\_)** by Nationality - Indian, by Faith - Hindu, by  
 Occupation \_\_\_\_\_ - Business \_\_\_\_\_ residing at  
 \_\_\_\_\_ P.O. & P.S.  
 \_\_\_\_\_, District \_\_\_\_\_ hereinafter be referred to as the  
**PURCHASER** (which terms and expressions shall unless excluded by or  
 repugnant to the subject or context be deemed to mean and include his  
 heirs, executors, administrators, legal representatives and/or assigns) of the  
**SECOND PART**.

**A N D**

**STRUCTURE INDIA**, a Partnership Firm (**PAN No.AEBFS4815A**) having  
 its office at Chatterjee International Centre, 33A Chowringhee Road, Kolkata  
 - 700 071, P.S. Shakespeare Sarani , P.O. Park Street, District Kolkata and  
 also at 5/3B, Dum Dum Road, Kolkata - 700 030. P.S. Sinthi, P.O.  
 Ghughudanga, District North 24 Parganas represented by it's Partners **(1)**  
**Sri Chiranjib Saha** son of Late Chittaranjan Saha (PAN : ALAPS0926L),  
 by Nationality - Indian, by Faith - Hindu, by Occupation - Business,  
 residing at 234/1, GopalLal Thakur Road, P.O & P.S. Baranagar, Kolkata -  
 700 036, District North 24 Parganas **(2) Sri Debabrata Bhattacharya** son of  
 Nripendra Nath Bhattacharjee (PAN: AFNPB5701P), by Nationality -  
 Indian, by Faith - Hindu, by Occupation - Business, residing at 8R, Roy  
 Para Bye Lane, P.O. & P.S. Sinthi, Kolkata - 700 050, District North 24  
 Parganas hereinafter called and referred to as the  
**“DEVELOPER/CONFIRMING PARTY”** (which terms or expression shall

unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, administrators, legal representatives and assigns) of the **THIRD PART**.

**W H E R E A S** the First Party hereto are the absolute and joint lawful owners of **ALL THAT** piece and parcel of total land admeasuring 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less lying and situated at Premises No.7A, KambuliaTola Lane (previously Premises No.7A & 7B, KambuliaTola Lane), P.S. Shyampukur, Kolkata - 700 005, District Kolkata within the ward No.010 of the Kolkata Municipal Corporation by virtue of inheritance.

**AND WHEREAS** one Nettro Gopal Ghosh son of late Bholanath Ghosh was seized and possessed of and otherwise well and sufficiently entitled to the Premises No.17, KambuliaTola Lane in the town of Calcutta.

**AND WHEREAS** said Nettro Gopal Ghosh departed his life on 17<sup>th</sup> day of December, 1905 having previous to his death on 3<sup>rd</sup> day of December, 1905 said Nettro Gopal Ghosh made and published his last will and testament in english language and character whereby he appointed his son Bhudar Chandra Ghosh @ Bhudhar Prosad Ghosh @ Bhudhar Ghosh as sole executor of the will thereof and empowered and authorised him to dispose the said house and Premises No.17, KambuliaTola Lane in the town of Calcutta and directed Bhudar Chandra Ghosh that out of the sale proceeds

of his house at Premises No.17, KambuliaTola Lane in the town of Calcutta to pay to Sreemuty Leelabutty Dassi @ Leelabutty Ghosh, widow of Satish Chandra Ghosh, deceased son of Nettro Gopal Ghosh, mother and natural guardian of infant grandsons of said Nettro Gopal Ghosh (Sunil Kumar Ghosh, Sushil Kumar Ghosh and Sudhir Kumar Ghosh) by his predeceased son Satish Chandra Ghosh a sum of Rs.1,000/- (Rupees One Thousand) only each in Government Promissory Notes to be held by her for absolute use and benefit of his grandsons in equal shares until they attain their respective ages of majority and further directed Bhudar Chandra Ghosh to pay the sum of Rs.2,000/- (Rupees Two Thousand) only to be placed in trust with Ashutosh Dey for payment to his youngest son Annada Prosad Ghosh on his attaining the age of 32 and thereafter retain the balance for his own absolute use and benefit.

**AND WHEREAS** said Bhudhur Chandra Ghosh on 7<sup>th</sup> July, 1906 duly obtained probate from High Court of Judicature at Fort William in Bengal and was appointed as sole executor for the last will and testament of said Nettro Gopal Ghosh.

**AND WHEREAS** as per directions made in the will of Nettro Gopal Ghosh said Bhudar Chandra Ghosh as executor of the will of Nettro Gopal Ghosh sold and conveyed to Ashutosh Dey all that brick built message tenement or dwelling house together with piece and parcel of free land containing by

estimation 05 (Five) Cottahs 11 (Eleven) Chitacks and 26 (Twenty Six) Sq.Ft. little more or less situated lying at and being portion of the Premises No.17, KambuliaTola Lane in the town of Calcutta Northern Division vide an Indenture of Conveyance dated 10<sup>th</sup> day of September, 1909, being No.2338 for the year 1909, registered at Sub-Registrar, Calcutta and recorded in Book No.I, Volume No.70, Pages 84 to 95 and said Bhudar Chandra Ghosh also reserved for himself the ownership over the remaining portion of the land and building i.e. all that brick built message tenement or dwelling house together with piece and parcel of free land containing by estimation 02 (Two) Cottahs 12 (Twelve) Chitacks and 32 (Thirty two) Sq.Ft. little more or less situated lying at and being the other portion of the Premises No.17, KambuliaTola Lane in the town of Calcutta Northern Division.

**AND WHEREAS** as per directions made in the will made by Netro Gopal Ghosh said Bhudar Chandra Ghosh duly paid Rs.3,000/- (Rupees Three Thousand) only out of the sale proceeds of the house at Premises No.17, KambuliaTola Lane in the town of Calcutta to said Sreemuty Leelabutty Dassi @ Leelabutty Ghosh, widow of Satish Chandra Ghosh and Certificated Guardian of the person and property her infant sons Sunil Kumar Ghosh, Sushil Kumar Ghosh and Sudhir Kumar Ghosh and said Leelabutty Ghosh released and discharged the said Bhudar Ghosh of from and against all manner of claims against said Bhudar Ghosh and

indemnified him from all claim in respect of the property concerned by the said will and testament of Nettro Gopal Ghosh that may be made against Bhudhar Ghosh by the said infant sons of her and their representatives and assigns vide an Indenture of Release dated 10<sup>th</sup> day of September, 1909 being No.585 for the year 1909 registered at Sub-Registrar, Calcutta and recorded in Book No.IV, Volume No.1, Pages 251 to 254.

**AND WHEREAS** as per directions made in the will made by Nettro Gopal Ghosh said Bhudar Chandra Ghosh duly paid Rs.2,000/- (Rupees Two Thousand) only out of the sale proceeds of the house at Premises No.17, KambuliaTola Lane in the town of Calcutta to said Ashutosh Dey to be held in trust for payment to Annada Prosad Ghosh on his attaining the age of 32 and Ashutosh Dey duly paid Rs.2,000/- (Rupees Two Thousand) only to said Annoda Prosad Ghosh and thereafter said Annoda Prosad Ghosh released and discharged the said Bhudar Chandra Ghosh and Ashutosh Dey from and against all action and claim whatsoever for a amount of Rs.2,000/- (Rupees Two Thousand) only vide an Indenture of Release dated 10<sup>th</sup> day of September, 1909 being No.584 for the year 1909 registered at Sub-Registrar, Calcutta and recorded in Book No.IV, Volume No.6, Pages 233 to 236.

**AND WHEREAS** said Ashutosh Dey made and published his last will and testament dated 12<sup>th</sup> day of December, 1912 duly registered at Registrar of

Calcutta being No.83 for the year 1912 and recorded in Book No.III, Volume No.2, Pages 268 to 280 whereby he appointed his wife Sreemutty Nitya Mohini Dassi, Babu Kshitish Chandra Chakraborty and Bagala Charan Bhattacharya executrix and executors and trustees of his will and further devised and bequeathed the house being the back part of Premises No.17, KambuliaTola Lane in the town of Calcutta to Harit Kumar Ghosh son of Bhudhar Chandra Ghosh his heirs, executors, administrator and assign absolutely and forever.

**AND WHEREAS** said Sreemutty Nitya Mohini Dassi and Bagala Charan Bhattacharya (said Babu Kshitish Chandra Chakraborty renounced his executorship) on 29<sup>th</sup> day of May, 1917 duly obtained probate from High Court of Judicature at Fort William in Bengal and were appointed as executrix and executor for the last will and testament of said Ashutosh Dey.

**AND WHEREAS** by means of bequeath made by Ashutosh Dey, said Harit Kumar Ghosh became entitled to all that brick built message tenement or dwelling house together with piece and parcel of free land containing by estimation 05 (Five) Cottahs 11 (eleven) Chitacks and 26 (Twenty six) Sq.Ft. little more or less situated lying at and being portion of the Premises No.17, KambuliaTola Lane in the town of Calcutta Northern Division.



**AND WHEREAS** the said Premises No.17, KambuliaTola Lane in the town of Calcutta was mutated in the joint names of Bhudar Prosad Ghosh and Harit Kumar Ghosh in the records of the Corporation of Calcutta.

**AND WHEREAS** Bhudar Chandra Ghosh made and published his last will and testament dated 26<sup>th</sup> day of February, 1961 whereby he appointed his eldest grandson Shri Ashok Kumar Ghosh, son of Harit Kumar Ghosh as executor of the will and bequeathed all his immovable and movable properties in equal shares to his two grandsons Shri Ashok Kumar Ghosh and Shri Shankar Kumar Ghosh with further direction that said Shankar Kumar Ghosh who was missing at the time of making the will does not come back or not alive then at the expiry of two years from his death all the properties of Bhudar Chandra Ghosh shall be bequeathed to Shri Ashok Kumar Ghosh.

**AND WHEREAS** said Ashok Kumar Ghosh on 15<sup>th</sup> day of September, 1964 duly obtained probate from High Court at Calcutta in its Testamentary and Intestate Jurisdiction (126 of 1964) and was appointed as executor for the last will and testament of said Bhudar Prosad Ghosh.

**AND WHEREAS** said Shankar Kumar Ghosh the youngest son of Harit Kumar Ghosh could not be found ever again nor heard to be alive and thus

all the properties belonging to said Bhudar Chandra Ghosh was ultimately bequeathed upon Ashok Kumar Ghosh.

**AND WHEREAS** by means of bequeath made by Bhudar Chandra Ghosh, said Ashok Kumar Ghosh became entitled to all that brick built message tenement or dwelling house together with piece and parcel of free land containing by estimation 02 (Two) Cottahs 12 (Twelve) Chitacks and 32 (Thirty two) Sq.Ft. little more or less situated lying at and being the other portion of the Premises No.17, KambuliaTola Lane in the town of Calcutta Northern Division.

**AND WHEREAS** said Premises No.17, KambuliaTola Lane was renumbered as Premises No.7, KambuliaTola Lane, Kolkata - 700 005 and names of Ashok Kumar Ghosh and Harit Kumar Ghosh were mutated as joint owners in the records of Corporation of Calcutta.

**AND WHEREAS** as per order passed by Corporation of Calcutta Assessment Department dated 15<sup>th</sup> September, 1970 Premises No.7, KambuliaTola Lane was apportioned amongst Ashok Kumar Ghosh and Harit Kumar Ghosh and thereupon Ashok Kumar Ghosh became entitled to Premises No.7A, KambuliaTola Lane being all that brick built message tenement or dwelling house together with piece and parcel of free land containing by estimation 02 (Two) Cottahs 12 (Twelve) Chitacks and 32

(Thirty two) Sq.Ft. little more or less and Harit Kumar Ghosh became entitled to Premises No.7B, KambuliaTola Lane being all that brick built message tenament or dwelling house together with piece and parcel of free land containing by estimation 05 (Five) Cottahs 11 (eleven) Chitacks and 26 (Twenty six) Sq.Ft. little more or less.

**AND WHEREAS** said Ashok Kumar Ghosh died intestate on 15<sup>th</sup> February, 1973 leaving behind his wife Ashoka Ghosh, two sons Alope Kumar Ghosh and Kanak Kumar Ghosh and one daughter Baisakhi Ghosh as his legal heirs and successors as per laws of Hindu Sucession. Thereafter Ashoka Ghosh, Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) duly mutated their names in the records of Calcutta Municipal Corporation for Premises No.7A, KambuliaTola Lane, Kolkata - 700 005 having Assessee No.110101800120.

**AND WHEREAS** said Harit Kumar Ghosh died intestate on 2<sup>nd</sup> day of November, 1977 leaving behind his wife Subarna Prava Ghosh, daughter in law Ashoka Ghosh (wife of Late Ashok Kumar Ghosh, since deceased) and grand children Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) as his legal heirs and successors as per laws of Hindu Sucession. Thereafter Subarna Prava Ghosh died intestate on 10<sup>th</sup> day of November, 1979 leaving behind her daughter in law Ashoka Ghosh and grand children Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi

Ghosh (Kundu) as his legal heirs and successors as per laws of Hindu Succession. That Ashoka Ghosh (wife of Ashok Kumar Ghosh) and Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) sons and daughter of Ashok Kumar Ghosh duly mutated their names in the records of Calcutta Municipal Corporation for Premises No.7B, KambuliaTola Lane, Kolkata - 700 005 having Assessee No.110101800155.

**AND WHEREAS** said Ashoka Ghosh wife of late Ashok Kumar Ghosh died intestate on 21<sup>st</sup> February, 2013 leaving behind two sons Alope Kumar Ghosh, Kanak Kumar Ghosh and one married daughter Baisakhi Ghosh (Kundu). Thus Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) each having undivided 1/3<sup>rd</sup> share became jointly seized and possessed of **ALL THAT** piece and parcel of land admeasuring 05 (Five) Cottahs 11 (Eleven) Chittacks 26 (Twenty six) Sq.ft more or less lying and situated at Premises No.7B, KambuliaTola Lane, Kolkata - 700 005 and **ALL THAT** piece and parcel of a land measuring an area 02 (Two) Cottahs 12 (Twelve) Chittacks 32 (Thirty two) Sq.ft lying and situated at Premises No.7A, KambuliaTola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick built message tenement or dwelling house standing thereon.

**AND WHEREAS** Aloke Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) been in peaceful khas possession and enjoying all the right, title and interest in the above mentioned property for development of the same approached M/s STRUCTURES INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya for construction of multi storied building(s) on the above mentioned land and the M/s STRUCTURES INDIA having accepted the said offer and entered into an Agreement for Development dated 1<sup>st</sup> April, 2015, Being No.3771 for the year 2015, registered at ARA-II, Kolkata, recorded in Book -I, CD Volume No.21, Pages 2006 to 2049 thereafter Aloke Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) also executed a Development Power of Attorney dated 1<sup>st</sup> April, 2015, Being No.1859 for the year 2015, registered at ARA-III, Kolkata, recorded in Book No.IV, CD Volume No.5, Pages 95 to 116 favour of M/s STRUCTURES INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya for construction of proposed multistoried building(s) upon above mentioned property as per the sanctioned building Plan to be obtained from Kolkata Municipal Corporation at their own cost, expenses and liability.

**AND WHEREAS** Baisakhi Ghosh (Kundu) wife of Amar Krishna Kundu and daughter of Late Ashoke Kumar Ghosh died on 1<sup>st</sup> September, 2017 after publishing her last Will and Testament dated 22<sup>nd</sup> July, 2017 being No.748

of 2017, registered at ARA III, Kolkata and recorded in Book-III, Volume No.1903-2017, Page from 10830 to 10844 whereby bequeathing her 1/3<sup>rd</sup> share in **ALL THAT** piece and parcel of land admeasuring 05 (Five) Cottahs 11 (Eleven) Chittacks 26 (Twenty six) Sq.ft more or less lying and situated at Premises No.7B, KambuliaTola Lane, Kolkata - 700 005 and **ALL THAT** piece and parcel of a land measuring an area 02 (Two) Cottahs 12 (Twelve) Chittacks 32 (Thirty two) Sq.ft lying and situated at Premises No.7A, KambuliaTola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick built message tenement or dwelling house standing thereon to her only son Amit Kumar Kundu.

**AND WHEREAS** Amit Kumar Kundu the sole executor of the will made by Baisakhi Ghosh (Kundu) was duly granted Probate on 4th August, 2018 by the Court of Ld Chief Judge, City Civil Court, Calcutta in Probate Case No.70 of 2017 for the last Will and Testament of Baisakhi Ghosh (Kundu) dated 22nd July, 2017, being No.748 of 2017, registered at ARA III, Kolkata.

**AND WHEREAS** Amit Kumar Kundu became one of the joint owners having 1/3<sup>rd</sup> share in **ALL THAT** piece and parcel of land admeasuring 05 (Five) Cottahs 11 (Eleven) Chittacks 26 (Twenty six) Sq.ft more or less lying and situated at Premises No.7B, KambuliaTola Lane, Kolkata - 700 005 and

**ALL THAT** piece and parcel of a land measuring an area 02 (Two) Cottahs 12 (Twelve) Chittacks 32 (Thirty two) Sq.ft lying and situated at Premises No.7A, KambuliaTola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick built message tenement or dwelling house standing thereon.

**AND WHEREAS** Alope Kumar Ghosh, Kanak Kumar Ghosh and Amit Kumar Kundu had also executed a Development Power of Attorney dated 9<sup>th</sup> December, 2017 in Being No.6953 for the year 2017, registered at ARA-III, Kolkata, recorded in Book -IV, Volume No.1903-2017, Pages 181798 to 181836 favour of M/s STRUCTURES INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya for above mentioned property.

**AND WHEREAS** Alope Kumar Ghosh, Kanak Kumar Ghosh, Amit Kumar Kundu through M/s STRUCTURES INDIA (erstwhile Developer) amalgamated both the land lying and situated at Premises No.7A, KambuliaTola Lane being all that brick built message tenement or dwelling house together with piece and parcel of land measuring 02 (Two) Cottahs 12 (Twelve) Chitacks and 32 (Thirty two) Sq.Ft. little more or less and Premises No.7B, KambuliaTola Lane being all that brick built message tenement or dwelling house together with piece and parcel of land

measuring 05 (Five) Cottahs 11 (eleven) Chitacks and 26 (Twenty six) Sq.Ft. little more or less.

**AND WHEREAS** after amalgamation of Premises No.7A, KambuliaTola Lane and Premises No.7B, KambuliaTola Lane the amalgamated Premises is renumbered in the records of Kolkata Municipal Corporation as Premises No.7A, KambuliaTola Lane, P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation and upon physical measurement found to be admeasuring 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less morefully and particularly described in Schedule hereunder.

**AND WHEREAS** Aloke Kumar Ghosh, Kanak Kumar Ghosh, Amit Kumar Kundu have cancelled the Agreement for Development dated 1<sup>st</sup> April, 2015 Being No.3771 for the year 2015, registered at ARA-II, Kolkata vide Deed of Cancellation of Agreement for Development Being No.3976 for the year 2020, registered at ARA - II, Kolkata and also revoked the Development Power of Attorney dated 9<sup>th</sup> December, 2017 Being No.6953 for the year 2017, registered at ARA-III, Kolkata vide Revocation of Development Power of Attorney Being No.640 for the year 2020, registered at ARA - III, Kolkata.



**AND WHEREAS** That Alope Kumar Ghosh, Kanak Kumar Ghosh and Amit Kumar Kundu the owners/ vendors, with the intent to complete the development of Premises No.7A, KambuliaTola Lane, P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation admeasuring 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less morefully and particularly described in Schedule hereunderby constructing buildings thereon entered into a development agreement on 21.10.2020 with the developer on the terms and conditions mentioned therein. The said development agreement was registered with the office of ARA – II Kolkata and recorded in Book No. I, CD Volume No.1902-2020, Pages from 187894 to 187967, Being No.3979 for the year 2020 and said owners also executed a development power of attorney in favour of the Developer on 21.10.2020 registered with the office of ARA – II Kolkata and recorded in Book No.I, CD Volume No.1902-2020, Pages from 158837 to 158882, Being No.4833 for the year 2020.

**AND WHEREAS** The developer, in pursuance of the said development agreement obtained sanction of building plan B.P. No.2022020012 dated 21.06.2022 from the Kolkata Municipal Corporation for construction of two residential buildings (Tower - I & Tower - II) upon the land of the said premises.

**AND WHEREAS** Alope Kumar Ghosh son of Late Ashoke Kumar Ghosh died intestate bachelor on 2nd June, 2023 leaving behind his only younger brother Sri Kanak Kumar Ghosh as his sole legal heir and successor as per laws of Hindu Succession.

**AND WHEREAS** presently (1) **Sri Kanak Kumar Ghosh** and (2) **Sri Amit Kumar Kundu** are joint lawful owners and became absolutely seized and possessed and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of a land admeasuring an area 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft together with old dilapidated brick built message tenement or dwelling house standing thereon lying and situated at Premises No.7A, KambuliaTola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation each having undivided 2/3<sup>rd</sup> and 1/3<sup>rd</sup> respective share or interest thereof.

**AND WHEREAS** Kanak Kumar Ghosh and Amit Kumar Kundu been seized, possessed and in peaceful khas possession and enjoying all the right, title and interest in Premises No.7A, KambuliaTola Lane, admeasuring 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick built message tenement or dwelling house standing thereon morefully and particularly described in Schedule executed a General Power of Attorney, registered

with the office of ARA – II Kolkata and recorded in Book No.I, CD Volume No.1902-2023, Pages from 404491 to 404522, Being No.12499 for the year 2023 in favour of STRUCTURE INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya Developer herein for completion of development and construction of multi storied building(s) on the above mentioned land at Premises No.7A, KambuliaTola Lane, Kolkata - 700 005, P.S. Shyampukur morefully and particularly described in Schedule hereunder.

**AND WHEREAS** the Purchaser/s approached the Developer /Confirming Party and perused all the title deeds and other relevant papers regarding the ownership of the land as well as the approved sanctioned building plan and after being satisfied with all those documents proposed to purchase out of Developer's share one self-contained residential Flat No.\_\_\_\_\_ on the \_\_\_\_\_ floor ( \_\_\_\_ side) measuring carpet area of \_\_\_\_\_ Sq. Ft. corresponding to super built up area ----- Sft consisting of \_\_\_\_\_ bed rooms, \_\_\_\_\_ dining cum drawing room, 01 (one) kitchen, \_\_\_\_\_ toilet, \_\_\_\_\_ balcony in Tower No. "\_\_\_\_\_" more fully mentioned and described in the Second Schedule hereunder written together with undivided proportionate share in the land underneath morefully described in the First Schedule and common areas and facilities more fully mentioned and described in the third and fourth Schedule hereunder written in \_\_\_\_\_ Storied building lying at Premises No.7A, KambuliaTola Lane, Kolkata - 700 005, P.S. Shyampukur,

within the ward No.10 of the Kolkata Municipal Corporation for total consideration price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) Only+ GST @ (as applicable).

**AND WHEREAS** the said Landowners/Vendors and the Developer/Confirming Party offered to sell transfer and convey and the purchasers have agreed to purchase one self-contained residential Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor ( \_\_\_\_\_ side) measuring Carpet area of \_\_\_\_\_ Sq. Ft. Corresponding to super built up area ----- Sq. Ft. consisting of \_\_\_\_\_ bed rooms, \_\_\_\_\_ dining cum drawing room, 01 (one) kitchen, \_\_\_\_\_ toilet, \_\_\_\_\_ balcony in Tower No. “\_\_\_\_\_” more fully mentioned and described in the Second Schedule hereunder written together with undivided proportionate share or interest in the land underneath more fully described in the First Schedule and common areas and facilities more fully mentioned and described in the third and fourth Schedule hereunder written in \_\_\_\_\_ storied building lying at Premises No.7A, Kambulia Tola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation for total consideration price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) Only free from all encumbrances, lien, charges, mortgages, lispendens and attachments whatsoever.

**AND WHEREAS** the Party of Second Part has paid to the Developers/Confirming Party a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only vide an A/C Payee Cheque No.\_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ and \_\_\_\_\_ respectively both drawn on \_\_\_\_\_ Bank, \_\_\_\_\_ Branch as and by way of advance and/or earnest money out of the total consideration money and thereafter parties herein have entered into an Agreement for Sale dated \_\_\_\_\_ in respect of sale of the aforesaid flat on the \_\_\_\_\_ floor in Tower No. “\_\_\_\_\_” more fully mentioned and described in the Second Schedule hereunder written in the said \_\_\_\_\_ storied building on land more fully mentioned and described in the First Schedule hereunder written and every part thereof and rights and properties appurtenant thereto and the Purchasers also agreed to pay the balance consideration money of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) Only on or before execution and Registration of the Deed of Conveyance.

**AND WHEREAS** The developer, in pursuance of the development agreement and in accordance with the said plan has completed construction work of the complex by constructing buildings in the said premises.

**AND WHEREAS** in terms of the said Agreement for Sale dated \_\_\_\_\_ the Purchasers hereto has paid the balance of the Consideration money of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_)

Only as per memo of consideration to the Developer/Confirming Party to its full satisfaction and in turn thereof the Vendor/Landowner and Developer/Confirming Party are executing and registering these presents unto and in favour of the Purchasers for absolute sale of the said one self-contained residential Flat No. \_\_\_\_\_ on the \_\_\_\_ floor ( \_\_\_\_\_ side) measuring Carpet area of \_\_\_\_ Sq. Ft. Corresponding to super built up area ----- Sq. Ft consisting of \_\_\_\_ bed rooms, \_\_\_\_ dining cum drawing room, 01 (one) kitchen, \_\_\_\_\_ toilet, \_\_\_\_\_ balcony in Tower No. “\_\_\_\_\_” more fully mentioned and described in the Second Schedule hereunder written and every part thereof and rights and properties appurtenant thereto, free from all attachments and encumbrances whatsoever together with undivided proportionate share or interest in the land more fully described in the First Schedule and common areas and facilities more fully mentioned and described in the third and fourth Schedule hereunder written in \_\_\_\_\_ storied building lying and situated at Premises No.7A, Kambulia Tola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation for total consideration price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) Only.

**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 Purchasers to the Developers/Confirming Parties towards full payment for sale of one self-

contained residential Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor (\_\_\_\_ side) measuring carpet area of \_\_\_\_\_ Sq. Ft. corresponding to super built up area----- Sft consisting of \_\_\_\_\_ bed rooms, \_\_\_\_\_ dining cum drawing room, 01 (one) kitchen, \_\_\_\_\_ toilet, \_\_\_\_\_ balcony in Tower No. "\_\_\_\_\_" more fully mentioned and described in the Second Schedule hereunder written together with undivided proportionate share or interest in the land more fully described in the First Schedule and common areas and facilities more fully mentioned and described in the Third and Fourth Schedule hereunder written in \_\_\_\_\_ storied building and situated at Premises No.7A, Kambulia Tola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation TOGETHER WITH undivided impartible proportionate share or interest in the land at the said property as more fully described in the First Schedule hereunder written together with all user, easement rights and all other common rights, benefits, privileges, amenities, and appurtenances etc. attached therein and thereto, as more particularly described in the Third and fourth Schedule hereunder written the receipt of which the Vendors/Landowners and Developer/Confirming Parties by the Memo of consideration 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 of land and the flat hereby transferred conveyed released and relinquished, the vendor/landowner/developer do hereby grant, sell, convey, transfer and assure, confirm and release unto and in favour of the purchaser the said

self-contained complete flat fully 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 & Second 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 vendors 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 rights and all other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said flat and undivided proportionate share of land subject to the similar rights liberties easements benefits and advantages as described in the third and fourth Schedule along with the owners of the other flat (s) in the said building and the property 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 fourth Schedule hereunder written.



The Purchasers shall and will at all times hereafter peaceably and quietly hold possess and enjoy the said flat as absolute owner and the properties appurtenant thereto and receive the rent issues and profit thereof have full right, liberty and authority to sale, transfer, convey, mortgage, charge, lease gift, will or in any way encumber or deal, with or dispose of the said Flat with all common rights and/or assign, let out or part with their interest possession benefit or any part thereof in terms of this deed.

AND THAT the VENDORS/Developers do hereby covenant and agree with the PURCHASERS that the PURCHASERS shall and at their own will and cost will make beautification of the Flat and electrical works at their own choice.

AND THAT the VENDORS/Developers immediately on executing these presents have handed over and delivered the vacant physical khas possession of the said flat which purchasers have accepted with satisfaction.

**THE VENDORS AND CONFIRMING PARTIES DO AND EACH OF THEM DOTH HEREBY CONVENANT WITH THE PURCHASERS AS FOLLOWS:-**

- 1) That notwithstanding any act deed matter or thing whatsoever done by the vendors/landowners and/or developers/confirming party or any of

the vendor's/ landowner's and/or developer's/confirming party's predecessor-in-interest/title may have done, committed, executed or knowingly suffered to the contrary the vendors/landowners and/or developer/confirming party now have good right, full power, absolute authority and indefeasibly title or otherwise well and sufficiently entitled to grant sell convey transfer assign and assure the said flat 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.

- 2) That the vendors/ landowners and/or developers / confirming party have not at any time done or executed or knowingly suffered or been party to any deed matter or thing whereby the said flat property or any part thereof can or may be impeached, encumbered or affected in title.
- 3) That the said flat property is free from all claims, demands, encumbrances, attachments, liens, lis-pendens, charges, mortgages, attachments, acquisition, requisition, trust made or suffered by the vendors/landowners and/or developers /confirming party or any person or persons arising or lawfully rightfully or equitably claiming any estate or interest therein from under or in trust for the vendors/landowners and/or developers /confirming party.

- 4) That free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from and by the vendors/landowners and developers/ confirming party 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 vendors /landowners and/or developers /confirming party or any person or persons rightfully claiming through or under or in trust for the vendors /landowners and/or developer/confirming party.
- 5) That it shall be lawful for the purchasers 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/landowner and developer/confirming party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust for the vendors /landowners and developer /confirming party.
- 6) That the vendors/landowners and developers /confirming party 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 vendors /landowners and developers/confirming party 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.

- 7) That unless prevented by some genuine cause, the vendors/landowners and/or developers /confirming party shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers 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.
- 8) That the vendors/landowners/developers doth hereby accorded their consent to the purchasers for mutation separation and/or apportionment of the said flat in the municipal records and all other offices i.e. Government and/or Semi Government and/or other statutory body and/or authority.
- 9) The Purchasers shall have the further right to let out the said Flat with common rights in favour of any person or persons and to enjoy such

rent and further has liberty to sale, mortgage, gift or to make any kind of transfer in respect of the said Flat with common rights without having any interference from any person or persons.

**THE PURCHASERS DO TH HEREBY COVENANTS WITH THE VENDORS AND CONFIRMING PARTIES AS FOLLOWS:-**

- 1) The PURCHASERS shall be liable to pay directly to the authorities or contribute in proportion to the floor area of the Flat hereby conveyed to the PURCHASERS towards payment of Municipal taxes/rents and other outgoing payable in respect of the flat property.
- 2) The PURCHASERS shall have full and absolute proprietary right such as the Vendors derives from their title free from all encumbrances whatsoever.
- 3) The PURCHASERS shall have full and absolute proprietary rights such as the VENDORS/DEVELOPERS derives from their title, shall also be entitled to sell, mortgages, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Vendors or any other co-owners who may have acquired before and who may hereinafter acquire any right, title or interest similar to those acquired by the PURCHASERS under the terms of this Conveyance.

- 4) The PURCHASER'S undivided interest in the land as morefully described in the First Schedule hereinunder written shall remain joint for all times with the other co-owners who may thereafter or heretobefore have acquired right, title and interest in the land and in any flat in the building it being hereby declared that the interest in the land is impartible.
- 5) The PURCHASERS shall at no time demand partition of his flat or interest in the undivided common areas of the said building
- 6) The PURCHASERS from time to time and at all times hereby agrees to contribute and pay proportionate share towards the cost and common expenses towards the maintenance charges for common portions, taxes and impositions and other outgoings for the common areas and utilities as mentioned in the Fourth Schedule hereunder written.
- 7) That the PURCHASERS shall have right to use all common passage entrance and exit of the building and premises commonly with other owners and /or occupiers with other common areas.
- 8) The PURCHASERS shall keep the said property together with its walls, partition walls, sewers, drains, electric and sanitary connections, pipes, fittings fixtures in good working and tenantable condition and shall not do make or carry out any act, deed matter or thing so as to prejudice or affect or hamper proper support and protection of other parts of the said ownership building.

- 9) The PURCHASERS shall agree to be member of the Association for the administration and management and maintenance of the common areas and facilities in the building and further agree to be bound by the regulation and bye -laws of such an association.
- 10) The PURCHASERS shall keep the flat in good and substantial repairs and conditions so as to support and protect the other flats and part of the said building.
- 11) The PURCHASERS shall regularly and punctually pay electricity charges as may be consumed at the said flat.
- 12) The PURCHASERS shall bear Costs, expenses and outgoings and obligations for maintenance of common areas and installations for which all flat owners are to contribute proportionately.
- 13) The Purchasers shall not throw any dirt, garbage, rubbish or refuges on any common place or portion on the building or premises save and except the places reserved for said purpose.
- 14) That the purchasers shall have right to use all common passage entrance and exit of the building and premises commonly with other owners and /or occupiers with other common areas.
- 15) The Purchasers shall have every right to use jointly with other owners or occupiers in the building all common areas and shall enjoy common facilities with others.

- 16) The Purchasers shall, keep and maintain at their own cost inside of the said property and every part thereof purchased by them in the same good condition.
- 17) The Purchasers shall keep the said property together with its walls, partition walls, sewers, drains, electric and sanitary connections, pipes, fittings fixtures in good working and tenantable condition and shall not do make or carry out any act, deed matter or thing so as to prejudice or affect or hamper proper support and protection of other parts of the said ownership building.
- 18) The Purchasers shall not demolish or cause to be demolished or damage the said building or any part thereof and shall not make or cause to be made any addition or alteration to the said flat without the permission of vendor/landowner and/or developer /confirming party and /or flat owners association and shall not cause any act of whatsoever nature to be done in the said building or any part thereof which may cause any damage or is likely to affect the stability and protection of the said ownership building.
- 19) The PURCHASERS shall hereafter peaceably and quietly hold, possess and enjoy the said property in khas or through tenants without any claim or demand whatsoever from the Vendors or any person claiming through or under them AND that the said property or any portion thereof is not subjected to or affected by any notice of requisition or scheme of Acquisition whatsoever.



**FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the entire land with building)

ALL THAT piece and parcel of land admeasuring an area of 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less together with \_\_\_\_\_storied building standing thereon lying and situated at Premises No.7A, KambuliaTola Lane (previously Premises No.7A & 7B, KambuliaTola Lane), Kolkata - 700 005, P.S. Shyampukur, within the ward No.010 of the limit of the Kolkata Municipal Corporation vide Assessee No.11-010-18-0012-0, District - Kolkata, butted and bounded in the following manner :

North : 40.0 ft Wide Kambuliatola Lane & Premises No. 8, Kambuliatola Lane.

South : Premises No. 2, Shyampukur Street.

East : Premises No. 1/1 Shyampukur Street & 1 /2 Shyampukur Street

West : Premises No. 11/B, Raja Gopendra Street & Premises No. 6, Kambulitola Lane.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the flat/unit hereby sold/conveyed)

ALL THAT *one* self-contained residential Flat No.\_\_\_\_\_ on the \_\_\_\_ floor (\_\_\_\_ side) measuring carpet area of \_\_\_\_ Sq. Ft. corresponding to super built up area -----consisting of \_\_\_\_ bed rooms, \_\_\_\_ dining cum drawing room, 01 (one) kitchen, \_\_\_\_\_ toilet, \_\_\_\_\_ balcony in Tower No. “\_\_\_\_”in the building known and named **“ASHOKA RESIDENCY”** lying and situated at Premises No.7A, KambuliaTola Lane (previously Premises No.7A & 7B, KambuliaTola Lane), Kolkata - 700 005, P.S. Shyampukur, within the ward No.010 of the limit of the Kolkata Municipal Corporation vide Assessee No.11-010-18-0012-0, District - Kolkata, which includes all the common areas and facilities attached therewith TOGETHER WITH the undivided proportionate share/interest on the land attributable thereto.

### **THIRD SCHEDULE ABOVE REFERRED TO**

(Common area, facilities & amenities)

1. Entrance and Exit Gate of the building
2. External walls, external drainage system, external rain water pipe lines to drain out rain water from roof of the said building.
3. Septic Tank, Boundary walls, outside walls, open spaces surrounding the building and belonging to the said premises.
4. Lift, Lift well, Lift room and other installations
5. Water Pumps, water pump rooms, municipal Water Connections if any, Water reservoir underground and overhead water tank with all the common plumbing installations for carriage of water (barring only those

which are exclusively within the exclusive area of any flat and/or exclusively for its use)

6. Drainage and sewerage lines and other installation of such facilities (barring only those which are installed within the exclusive area of any flat and/or exclusively for its use),
7. Electrical Lines, electric installations, electric meter space and electrical wirings and other fittings (excluding such of the wiring etc. which are installed within the exclusive area of any flat and/or exclusively for its use);
8. The whole of the exterior of the buildings
9. Common Paths and passage leading to and from public road and common passage upto the said flat through the main entrances of the said building.
10. Right of lateral, vertical, overhead, underneath, surrounding supports in and upon all main load bearing, foundation, columns, beams belonging to the said building.
11. Staircases Lobbies on all floors, roof and free access to the roof and entrance lobby
12. Ultimate roof of the building.
13. Such other common parts, areas, equipments, installation, fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the flat in common by the co-owners.

**FOURTH SCHEDULE ABOVE REFERRED TO**

## (Common Expenses)

1. The expenses of maintaining, repairing redecorating etc. of the said structures and in particular the roof, gutter, sewer and rain water pipes of the building, water pipes and electric wires under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the other flats and main entrance, passage and landings, staircase of the building as enjoyed by the purchaser or used by him in common as aforesaid and the boundary walls of the building compounds, terraces etc.
2. The costs of cleaning and lighting the passages, landings, staircase and other part of the building as enjoyed or used by the purchaser in common as aforesaid.
3. The cost of decorating the exterior of the building.
4. The cost of the salaries of clerks, chowkidars, sweepers, caretakers, Darwans, electricians, plumbers etc. engaged for the security and other common services of the premises.
5. The cost of working the maintenance of water pumps, common light and service charges for and relating to the common areas and the common utilities.
6. Municipal taxes, levies etc. If levied on the premises for common services and/or under common heads.
7. Insurance of the building. If done.

8. Legal expenses for common purpose, if necessary.
9. Such other expenses as may from time to time be deemed necessary or incidental for the maintenance and upkeep of the common services in common areas and facilities at the building.

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

SIGNED AND DELIVERED

In the presence of

WITNESSES :-

- 1.

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**(SIGNATURE OF THE OWNERS/VENDORS)**  
**(Through the constituted attorneys)**

- 2.

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**SIGNATURE OF THE PURCHASERS**

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**SIGNATURE OF DEVELOPERS/  
CONFIRMING PARTY**

Drafted and prepared at my office

Advocate,

**MEMO OF CONSIDERATION**

Received on and from the within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) Only being full and final price or consideration of the Deed of Conveyance in manner as per memo below:

Sl. No.	Cheque/DD No.	Date	Name of Bank & Branch	Amount (Rs.)
1				
2				
3				
Total				Rs. _____/-

WITNESSES :-

1.

\_\_\_\_\_  
SIGNATURE OF THE VENDORS

2.

For STRUCTURE INDIA  
  
 PARTNERS

\_\_\_\_\_  
SIGNATURE OF DEVELOPERS/  
CONFIRMING PARTY