

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the..... day of -----  
----- . Two Thousand and Twenty Three (2023 )

**B E T W E E N**

(1) *PAUL CONCERNS* having Pan no. *AFYPP8238E* a proprietorship firm having its Registered office at 12, Priyanath Ghosh Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700075, represented by its proprietor namely *SRI SHYAMAL PAUL* having Pan No. *AFYPP8238E*, Aadhaar No. 288545783329 son of Late Mon Mohan Paul, by faith Hindu, by occupation-Business, now residing at 32/1, Lake East 3rd Road, P.O. Santoshpur, P.S. Survey Park, Kolkata- 700075, District- South 24 Parganas, Permanent address at 12, Priyanath Ghosh Road, Santoshpur, Kolkata -700075, hereinafter called the *DEVELOPER/ VENDOR* (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, liquidators, successor-in office, executors, administrators and representatives and assignees in the agreement) of the *FIRST PART*

**AND**

(1)----- having PAN -----, AADHAAR No.-----, by faith –Hindu, by Occupation -----, by Nationality –Indian and (2)----- having PAN-----, AADHAAR No.-----, by faith –Hindu, by Occupation-Housewife, by Nationality-Indian both residing at -----, P.O-----, P.S. Survey Park, Kolkata ----- hereinafter jointly called and referred to as the “ **PURCHASERS** ” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors, heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

*WHEREAS* one Smt. Nilima Banerjee wife of Sri Satya Banerjee of 87C, Garden reach Road, Kolkata -700023, acquired the ownership of plot of

*land measuring an area of 3 (three) Cottahs 7 (Seven ) Chittaks situated at Deve Development, J.L. No. 22, comprising in C.S. Dag No. 590, 591, and 593 under C.S. Khatian No. 187,123 and 138 respectively corresponding to R.S. No. 658, 659, and 661, under R.S. Khatian No. 72, 91, and 119 respectively being Scheme plot no. 152, from the previous owner namely Modern House Land Development , a joint stock Company Limited, having its office at 9. Gariahat Road, P.S. Ballygunge, Kolkata, by virtue of a registered Deed of sale dated 07.12.1962, registered in the office of Alipore Sadar Joint Sub registrar and entered in to Book No. 1, Volume No. 169, at pages 175 to 181, Deed No. 9838 for the year 1962, and the said property was firstly under the Haltu Union Board, thereafter Gram Panchayet thereafter Jadavpur Municipality at present The Kolkata Municipal Corporation, Ward No. 103.*

*AND WHEREAS by dint of a registered sale Deed one Smt. Bela Ghatak, since deceased, wife of Late Chittaaranjan Ghatak of 11/38, Jhil Road, Kolkata-700075 purchased the said demarcated plot of land being ALL THAT piece and parcel of land measuring an area of 3 (three) Cottahs 7 (Seven) Chittaks situated at Mouza – Santoshpur, J.L. No. 22, Touzi No. 151, comprising in C.S. Dag No. 590, 591, and 593 under C.S. Khatian No. 187,123 and 138 respectively corresponding to R.S. No. 658, 659, and 661, under R.S. Khatian No. 72, 91, and 119 respectively, under formerly P.S. Kasba, thereafter P.S. -Purba Jadavpur, presently P.S.- Survey Park, District. -South 24 Parganas, from one Smt. Nilima Banerjee, wife of Sri satya Banerjee of 87, Gardenreach, Kolkata-700023 and the said Deed of sale was dully registered on 03. 10. 1978, registered in the office of District*

*Sub- Registrar, Alipore and recorded into Book No. 1, Volume No. 189, at pages 216 to 225, Being No. 5596, for the year 1978.*

*AND WHEREAS after purchase, the said Smt. Bela Ghatak since deceased got the said property duly mutated in her name in the record of the then Jadavpur Municipality and thereafter The Kolkata Municipal Corporation ,under Ward No. 103, known and numbered as KMC Premises No. 55, Lake East 4<sup>th</sup> Road, having Assessee No. 31-103-23-0055-1,corresponding to Postal address 4/2, Lake East 4<sup>th</sup> Road, Santoshpur, Kolkata -700075, P.S. - Survey Park, ( formerly -Purba Jadavpur), Dist – South 24, Parganas and subsequently erected a two storied residential building thereon in the year 1980-1981 as per building plan and started to reside thereon with her family.*

*AND WHEREAS during her lifetime said Bela Ghatak executed a Last Will and Testament dated 21.03.1988 in respect of her said property as mentioned in FIRST SCHEDULE bellow in favour of her eldest married daughter namely Smt. Krishna Roy Choudhury, wife of Sri Swapan Kumar Roy Chowdhury, the VENDOR herein at the time of said Last Will and Testament dated 21.03.1988 the VENDOR herein had also been residing with her mother in the SCHEDULE property.*

*AND WHEREAS said Bela Ghatak died on 21.12.2010 and the Husband of Smt. Bela Ghatak namely Chittaranjan Ghatak died intestate on 03.11.2011.*

*AND WHEREAS thereafter the Smt. Krishna Roy Choudhury, wife of Sri Swapan Kumar Roy Chowdhury, the VENDOR therein filed an application for the granting of Probate of Last Will and Testament dated 21.03.1988 of the said Late Bela Ghatak before the Learned District Delegate at Alipore*

*vide Probate Case No. i.e. Act 39 Case No. 267 of 2017 and Learned 1<sup>st</sup> Court of Civil Judge (Senior Division) at Alipore (District Delegate) granted Probate on 25.04.2022 in favour of the Smt. Krishna Roy Choudhury, wife of Sri Swapan Kumar Roy Chowdhury..*

*AND WHEREAS thereafter the Smt. Krishna Roy Choudhury, wife of Sri Swapan Kumar Roy Chowdhury, the VENDOR therein has recorded her name in respect of the said property as described in the SCHEDULE bellow vide K.M.C. Premises No. 55, Lake East 4<sup>th</sup> Road, corresponding to Postal Address 4/2, Lake East 4<sup>th</sup> Road, presently P.S. – Survey Park, (formerly P.S. Purba Jadavpur) Kolkata -700075.*

*AND WHEREAS thus Smt. Krishna Roy Choudhury, wife of Sri Swapan Kumar Roy Chowdhury, becomes the absolute recorded owner of ALL THAT piece and parcel of land measuring an area of 3 (three) Cottahs 7 (Seven) Chittaks more or less together with the existing two storied building standing thereon of which ground built up area of 1140 sq. ft. ( one Thousand One Hundred Forty) sq.ft. and First Floor covered area 870 ( Eight Hundred and Seventy ) only.sq. ft. lying and situated at Mouza – Santoshpur, J.L. No. 22, Touzi No. 151, comprising in C.S. Dag No. 590, 591, and 593 under C.S. Khatian No. 187,123 and 138 respectively corresponding to R.S. No. 658, 659, and 661, under R.S. Khatian No. 72, 91, and 119 respectively, under formerly P.S. Kasba, thereafter P.S. -Purba Jadavpur, presently P.S.- Survey Park, District. -South 24 Parganas, Ward No. 103, known and numbered as KMC Premises No. 55, Lake East 4<sup>th</sup> Road, having Assessee No. 31-103-23-0055-1, corresponding to Postal address 4/2, Lake East 4<sup>th</sup> Road, Santoshpur, Kolkata -700075, P.S. -Survey Park, (formerly -Purba Jadavpur), Dist – South 24, Parganas, which is*

*more fully and particularly mentioned and described in the SCHEDULE hereunder written.*

*AND WHEREAS the Smt Krishna Roy Choudhuri, wife of Sri Swapan Kumar Roy Chowdhury, and Purchaser Sri Shyamal Paul have jointly taken physical measurement of the said property by a surveyor and it is found that the actual land area of the Premises is 3 ( Three ) Cottahs 2 ( Two) Chittaks as per physical measurement instead of 3 (three) Cottahs 7 (Seven) Chittaks as the land area 5 (Five) Chittaks ,have been decreased due to extension of road and also encroachment of the adjacent plot holders.*

*AND WHEREAS now 'PAUL CONCERNS' having Pan no. AFYPP8238E a proprietorship firm having its Registered office at 12, Priyanath Ghosh Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, represented by its proprietor namely SRI SHYAMAL PAUL having Pan No. AFYPP8238E, Aadhaar No. 288545783329 son of Late Mon Mohan Paul, has purchased the said land measuring about 3 (Three) Cottahs 2 (Two) Chittaks. more or lying and situated at Mouza – Santoshpur, J.L. No. 22, Touzi No. 151, comprising in C.S. Dag No. 590, 591, and 593 under C.S. Khatian No. 187,123 and 138 respectively corresponding to R.S. No. 658, 659, and 661, under R.S. Khatian No. 72, 91, and 119 respectively, under formerly P.S. Kasba, thereafter P.S. -Purba Jadavpur, presently P.S.- Survey Park, District. -South 24 Parganas Deed ward No.-103, at Premises No. 55, Lake East 4<sup>th</sup> Road, having Assessee No. 31-103-23-0055-1, corresponding to Postal address 4/2, Lake East 4<sup>th</sup> Road, Santoshpur, Kolkata -700075, P.S. -Survey Park, (formerly -Purba Jadavpur), Dist – South 24, Parganas, which is more fully and particularly*

*mentioned and described in the SCHEDULE hereunder written ,by virtue of a registered sale Deed dated 14.12.2022, recorded in Book No. I, Volume No. 1604-2022, Pages 436375 to 436404, Being No. 160414964, for the year 2022 registered at Dist. Sub registered IV, at Alipore.*

*After purchasing the land, the Purchaser mutated his name in the Kolkata Municipal Corporation and The Purchaser has sanctioned the building plan, vide sanction Bp. No.2023110106, dated 07.07.2023 sanctioned by the Kolkata Municipal Corporation.*

*AND WHEREAS the Developer/Vendor will start the construction work of G + 3 storied building according to the sanction plan.*

AND WHEREAS accordingly the said Developer /Vendor constructed the said building sanction plan vide Sanction No. 2020110219 dated 12.11.2020 in respect of the schedule 'A' property and duly completed the said proposed construction work of the said building and got the Completion Certificate from the Kolkata Municipal Corporation vide Completion Case no. ----- dated ----- .

AND WHEREAS subsequently the aforesaid the vendors herein declared to sell ----- Floor Flat, Flat no.----- measuring about ----- sq.ft. carpet area, -----sq. ft. built up area and about ----- sft. super built up area described in the schedule 'B' hereunder written together with undivided proportionate share of the land along with common areas and facilities available at the said premises for the total consideration money of Rs. ----- (Rupees ----- Lakh only) being the highest market price of the locality.

AND WHEREAS the purchasers agreed to purchase all that -----  
- Flat, Flat no.----- measuring about ----- soft. super built up area described in the schedule 'B' hereunder written together with undivided proportionate share of the land along with common areas and facilities available at the said premises with undivided proportionate

share or interest in the land at K.M.C Premises no. 55, Lake East 4<sup>th</sup> Road ,Ward no.103 from the Owners' allocation for the total consideration money of Rs. of Rs. ----- ( Rupees ----- Lakh only) being the highest market price of the locality and proposed the same to the Vendors herein and hearing the proposal of the purchaser herein , the Vendors agreed to sell the said Flat described in the schedule 'B' hereunder written for the total consideration money of Rs. Rs. ----- ( Rupees ----- Lakh only) being the highest market price of the locality and to this effect one Sale Agreement was signed on ----- in respect of the said flat described in the Schedule 'B' hereunder written.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and in consideration of the sum of Rs. ----- (Rupees ----- only) paid by the Purchasers to the Vendors herein as cost of the undivided proportionate share or interest in the land under the said flat and cost of construction of the said flat described in the Schedule "B" hereunder written and the Vendors herein received the said consideration money mentioned in the Memo of consideration. The Owners/Vendors as the lawful owners do hereby grant, convey, transfer, assign and assure unto the said Purchasers free from all encumbrances the said flat described in the Schedule "B" hereunder written with transferable and irrevocable right to use the same together with undivided proportionate share or interest in the land and stair case and equipments and others common parts and services of the said building which described in the Schedule "B" hereunder written together with the benefit of all ancient, liberties, easements, appendages and appurtenances and all estate rights, interest, property claim and construction claim whatsoever of the Owners/Vendors free from all encumbrances and attachments whatsoever **TO HAVE AND TO HOLD** the property described in the Schedule "B" hereunder written hereby conveyed to the Purchasers absolutely. **AND** that the said owners / Vendors doth hereby covenant and agree with the Purchasers that notwithstanding any act, deeds or things hereto before done executed or knowingly suffered to the contrary the owners/vendors are now lawfully seized and possessed of the said flat described in the Schedule "B" hereunder written free from any encumbrances, attachments or defects in title whatsoever and that the owners/Vendors have full power and absolute authority



to sell the said flat described in the Schedule "B" hereunder written in the manner aforesaid.

**AND WHEREAS** the said Purchasers shall hereafter peaceably and quietly hold, possess and enjoy the said flat and car parking space described in the Schedule "B" hereunder written in *Khas* possession without any claim or demand whatsoever from the owners/vendors or any person claiming through or under the Owners/vendors.

**AND FURTHER** that the said owners/vendors covenant with the Purchasers to save harmless from and indemnified against all encumbrances charges and claim whatsoever in respect of the said flat described in the Schedule "B" hereunder written.

**AND WHEREAS** the said Owners/Vendors further covenant that the owners/vendors shall at the request of and costs of the Purchasers do and execute or cause to be done or executed all such lawful deeds and things whatsoever for further and more perfectly conveying and assuring the said flat and every part thereof in the manner according to the true intent and meaning of the Deed.

**AND IT IS FURTHER AGREED AND DECLARED BY THE PARTIES** as follows: -

1. The Purchasers shall be liable to pay directly to the authorities in proportion to the floor area of the flat hereby conveyed to the Purchasers towards payment of the K.M.C. taxes and other outgoings payable in respect of the said flat described in the Schedule "B" hereunder written.
2. The Purchasers shall also be entitled to sell, mortgage, lease. or any kind of transfers the flat described in the Schedule "B" hereunder written to any intending purchaser or Purchasers without the consent of the owners / vendors or other co-owners.
3. The Purchasers' undivided interest in the soil shall remain jointly and/or collectively for all times with the owner/ vendor and/or other co-owners who have acquired right, title, interest in the land and in any flat in the building, it being hereby declared that the interest in the soil is impartible.
4. The Purchasers shall pay the proportionate share of the K.M.C. taxes as per proportionate area of the land with flat as per rule of the

K.M.C in respect of the said flat described in the Schedule “B” hereunder written.

5. The Purchasers shall pay and bear proportionate share of common expenses and other outgoings in respect of the said flat and car parking space.
6. The Purchasers shall pay and bear proportionate costs for formation and expenses of the Owner’s Association.
7. The Purchasers shall use and enjoy the said flat for the residential purpose only.
8. The total land described in the Schedule “A” hereunder written. The common areas and the common expenses described in the Schedule C and D hereunder written.

**SCHEDULE ‘A’ ABOVE REFERRED TO**

**(Description of the total land on which three storied residential building has been constructed)**

**ALL THAT piece and parcel of land measuring an area of 3 (three) Cottahs 2 (Two) Chittaks more or less lying and situated at Mouza – Santoshpur, J.L. No. 22, Touzi No. 151, comprising in C.S. Dag No. 590, 591, and 593 under C.S. Khatian No. 187,123 and 138 respectively corresponding to R.S. No. 658, 659, and 661, under R.S. Khatian No. 72, 91, and 119 respectively, under formerly P.S. Kasba, thereafter P.S. -Purba Jadavpur, presently P.S.- Survey Park, District. -South 24 Parganas, Ward No. 103, known and numbered as KMC Premises No. 55, Lake East 4<sup>th</sup> Road, having Assessee No. 31-103-23-0055-1, corresponding to Postal address 4/2, Lake East 4<sup>th</sup> Road, Santoshpur, Kolkata -700075, P.S. -Survey Park, (formerly -Purba Jadavpur), Dist – South 24, Parganas, which is more fully and particularly mentioned and described in the SCHEDULE hereunder written.**

*which is butted and bounded by:*

*ON THE NORTH: Building*

*ON THE SOUTH: 16 ft wide K.M.C. Road.*

*ONT THE EAST: Building*

*ON THE WEST: Building*

**THE SCHEDULE “B” ABOVE REFERRED TO**

(Description of the flat hereby sold)

*ALL THAT Flat on entire ----- floor , being flat no.-----, of the building , measuring about ----- sq. ft .super built up area along with a car parking space on ground floor ----- side of the building measuring about -----sq. ft. of the said G+3 storied building, drawing attached in the agreement together with the proportionate right title and interest of the land comprising the said premises No. 55, Lake East 4<sup>th</sup> Road, Santoshpur, Kolkata – 700075, Postal address 4/2, Lake East 4<sup>th</sup> Road, Santoshpur, Kolkata -700075, ward No. 103, together with proportionate right of common areas and facilities.*

**THE SCHEDULE “C” ABOVE REFERRED TO**

(Common areas and common facilities)

- 1) Staircase from the ground to the top floor.*
- 2) Path and passages for egress and ingress to and from the apartment and building.*
- 3) Pump and motor under the stair of ground floor.*
- 4) Common passage. Underground and overhead water reservoir and / or water reservoir and septic tank.*
- 5) Common plumbing and other common installations.*
  - 6) Water plumbing line and other common installations.*
- 7) Main electrical wirings for supply of electric energy. Boundary wall, Drainage and Sewerage.*
- 8) Roof right of the building.*

*9) All other common areas of the said multi- storied building*

*10) Lift of the building.*

**THE SCHEDULE “D” ABOVE REFERRED TO**

Common Expenses:

Maintenance, replacing, repairing, whitewashing, painting decorating, re-decorating, rebuilding, reconstructing lighting and renovating the common areas.

The Salaries of staffs for the common purposes.

Establishment and all other expenses of the Association.

All expenses for insuring the new building.

Costs of installing and operating the fire fighting equipments.

All charges for the electrical energy consumed for the operation of the, common machinery and equipments.

All litigation expenses incurred for the common purposes.

K.M.C. Taxes, water taxes (if any) and other taxes in respect of the land and the building.

Creation of fund for replacement, renovation, and other periodic expenses.

IN WITNESS whereof the parties hereto set and subscribed their signatures on the day, month and year first above written.

WITNESSES:

1.

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

2.

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASERS**

**MEMO OF CONSIDERATION**

Received Rs. ----- from the within named  
purchasers as the full consideration money in respect of the said flat in the manner  
following –

Date	Cheque no.	Bank	Rs.	P.
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Witnesses:

1.

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

2.

