

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

82AB 296344

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made this            day of  
....., in the year Two Thousand and Twenty One  
(2023)

**BETWEEN**

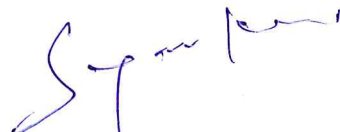
For Bashundhara Construction and Developer

S. P. K.  
Proprietor

**(1) SRI SWADESH CHANDRA ROY (PAN: ACUPR1074K)** (Aadhaar: 7155 3197 8143), son of Late Gopi Krishna Roy, by occupation-Retired person, **(2) SMT. GOPA ROY (PAN: BEUPR7549A)** (Aadhaar: 4580 1470 1702), wife of Late Sarat Chandra Roy, by occupation-Housewife, **(3) MISS. SANGEETA ROY (PAN: ATFPR7819E)** (Aadhaar: 3669 7947 0471), daughter of Late Sarat Chandra Roy, by occupation-Housewife, **(4) SRI BIJON KUMAR ROY (PAN: ACUPR1075J)** (Aadhaar: 7486 5260 0636), son of Late Gopi Krishna Roy, by occupation-Retired person, all residing at 4, Fakir Chakraborty Lane, P.S. Burtolla, Kolkata—700006, **(5) SMT. BIJOY LAKSHMI TAH (NEE ROY) (PAN: AMPPT2549C)** (Aadhaar: 6016 4839 1109), wife of Late Basudev Tah, and daughter of Gopi Krishna Roy, by occupation-Housewife, permanent resident of Madan Doctor Lane, P.O. Lakurdi, P.S.- Burdwan, Pin-713122, presently residing at 4, Fakir Chakraborty Lane, P.S. Burtolla, Kolkata-700006, hereinafter called the **OWNERS**, represented by their Constituted Attorney, **SRI SAGAR KHAN (PAN: EBZPK5105G)** (Aadhaar: 4567 1155 1254) (Mobile: 7980695770), Proprietor of M/s. Bashundhara Construction by virtue of Development Power of Attorney dated 30.05.2018 executed and registered in the office of the Additional Registrar of Assurances-III, Kolkata and recorded in Book No.-IV, Volume No. 1903-2018, Pages from 93106 to 93137, Being No. 190303203, for the year 2018 (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**M/S. BASHUNDHARA CONSTRUCTION & DEVELOPER (PAN: EBZPK5105G)**, a proprietorship concern represented by its sole proprietor **SRI SAGAR KHAN (PAN: EBZPK5105G)** (Aadhaar: 4567





1155 1254) (Mobile: 7980695770), son of Sri Alok Kumar Khan, by faith-Hindu, by nationality-Indian, by occupation-Business, having its office at 76, Ramkanta Bose Street, P.O.-Baghbazar, P.S.-Shyampukur, Kolkata-700003, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors-in-Office, administrators and assigns) of the **OTHER PART**.

AND

1) \_\_\_\_\_ (PAN: \_\_\_\_\_),(AADHAAR NO. \_\_\_\_\_) daughter of \_\_\_\_\_, by faith- Hindu, by Nationality-Indian, by occupation - Service, residing at \_\_\_\_\_-, Post Office- \_\_\_\_\_, Police Station- \_\_\_\_\_, Kolkata- \_\_\_\_\_ hereinafter referred to and called as the **"PURCHASERS"** (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, legal representatives, administrators and assigns) of the **THIRD PART**.

**WHEREAS** by virtue of a registered Deed of Conveyance(Bengali Cobala) dated 18<sup>th</sup> day of September 1944 registered in the Office of Sub-Registrar of Assurances Calcutta and receded in Book No. I, Volume No. 68, Pages 177 to 182, Being Deed No. 3327 for the year 194, one Smt. Santimoyee Roy wife of Gopi Krishna Roy and Smt. Pachubala Devi (Roy) wife of Murari Mohan Roy, jointly purchased ALL THAT undivided Viz share of two storied brick built dwelling house together with land underneath measuring more or less 5 Cottah 12 Chittacks at and being Premises No. 4, Fakir Chakraborty Lane P.S. Burtolla, Calcutta and on 31<sup>st</sup> May 1944 the Ronnie Registrar of High Court Calcutta Appellate side in suit being No. 1233 of 1936 directed Smt. Santimoyee Roy wife of Gopi Krishna Roy and Smt. Pachubala Devi(Roy) wife of Murari Mohan Roy purchased undivided 1/2 share of two storied brick built dwelling house together with underneath measuring more or less 5 Cottah 12 Chittacks at and being Premises



No. 4, Fakir Chakraborty Lane P.S. Burtolla, Calcutta and accordingly on prayer the Hon'ble Registrar issued Sale Certificate in favour of the said Smt. Santimoyee Roy and Smt. Pachubala Devi(Roy) on 2<sup>nd</sup> August, 1944. Thus the said Smt. Santimoyee Roy and Smt. Pachubala Devi(Roy) became owners in equal share of ALL THAT piece and parcel of land measuring more or less 5 Cottahs 12 Chittacts together with two storied brick built dwelling house lying and situated Premises No. 4, Fakir Chakraborty Lane P.S. Burtolla, Calcutta which is morefully and particularly described in "**First Schedule**" and referred "**the said Property**".

**AND WHEREAS** the said Pachubala Devi(Roy) died intestate leaving behind her two sons viz Suniti Kumar Roy and Pranati Kumar Roy as her legal heirs and successors. Thereafter the said Suniti Kumar Roy and Pranati Kumar Roy jointly became owners of the undivided 50% share of the First Schedule below Property.

**AND WHEREAS** by virtue of Deed of Conveyance dated 22<sup>nd</sup> July, 1975 one Gopi Krishna Roy purchased the 50% undivided share of the said property from Suniti Kumar Roy and Pranati Kumar Roy in the name of Smt. Amiya Rani Jos, wife of Shibaprasad Jos as his Benamder and the said Deed of Conveyance duly registered in the office of the Registrar of Calcutta and receded in Book No. I, Volume No. 145, Pages 277 to 281, being Deed No. 4226 for the year 1975.

**AND WHEREAS** the said Gopi Krishna Roy filed a Title Suit before Ld. 6<sup>th</sup> Bench City Civil Court, Calcutta being Suit No 1064 of 1977 against St. Amiya Rani Jos wife of Shibaprasad Jos for declaration of title in respect of the 50% undivided share of the First Schedule Property and the Ld. 6<sup>th</sup> Bench, City Civil Court Calcutta pleased to pass the decree in favour of Gopi Krishna Roy on 21<sup>st</sup> February, 1978.

**AND WHEREAS** the said Smt, Santimoyee Roy was also Benamder of Gopi Krishna Roy and the said Santimoyee Roy released, relinquished her ail right, title, interest over the other 50% undivided share of the



First Schedule Property in favour of her husband Gopi Krishna Roy by executing registered deed of release (Bengali Nadabi Patra) on 30<sup>th</sup> day of May, 1961 at the office of District Registrar Burdwan and recorded in Book I, being No. 5588 for the year 1961.

**AND WHEREAS** thus the said Gopi Krishna Roy become the absolute owner of the land measuring more or less 5 Cottahs 12 Chittacks together with two storied brick built dwelling house lying and situate at Premises No. 4, Fakir Chakraborty Lane ,P.S. Burtolla, Kolkata-700006, which is morfully described herein below First Schedule.

**AND WHEREAS** on 4<sup>th</sup> day of June, 1961 the said Santimoyee Roy died intestate and thereafter the said Gopi Krishna Roy executed a Deed of Family Settlement of Bengali Paribaric Nerupan Patra) on 25<sup>th</sup> day of March, 1985 which was duly registered in the office of Sub-Registrar of Assurances, Calcutta and receded in Book No. I, Volume No. 106, Pages 202 to 212, being Deed No. 36<sup>^</sup> for the year 1985, wherein the said Gopi Krishna Roy leave, bequeatr/the said property to his third, fourth, fifth sons and only daughter viz. Swadesh Chandra Roy, Sarat Chandra Roy, Bijori Kumar Roy and Bijoy Lakshmi Tah, but they will be absolute owners only after death of Gopi Krishna Roy and the said Gopi Krishna Roy subsequently died on 22<sup>nd</sup> September, 1989.

**AND WHERWAS** after the death of Gopi Krishna Roy the said Swadesh Chandra Roy, Sarat Chandra Roy, Bijon Kumar Roy and Bijoy Lakshmi Tah became the joint owners of the said property and mutated their name in the record of Kolkata Municipal Corporation.

**AND WHEREAS** the said Sarat Chandra Roy died intestate on 1<sup>st</sup> August, 2010 leaving behind his wife Smt. Gopa Roy and his daughter Sangeeta Roy as his legal heirs and successor.

**AND WHEREAS** said Bijon Kumar Roy executing a registered Deed of Settlement on 19<sup>th</sup> June, 2013 therein made settlement of his undivided  $\frac{1}{2}$  share in the said property by making provision for himself and the said Deed was registered at the office A.R.A.II, Kolkata and



recorded in Book No. I, Volume No. 27, Pages No. 1635 to 1650, being deed No. 08744 for the year 2013.

**AND WHEREAS** by a Deed of Declaration dated 16.08.2016 it was rectified that the settler/ trustee (Bijon Kumar Roy) is entitled to enter into a development agreement along with others co-owners for the purpose to erect new construction after demolishing the old structure of the Schedule A of the Settlement Deed dated 19/06/2013 and also to sell, convey, transfer or otherwise deal with the developers allocation as per the terms of the development agreement to the developer or his/her /its/their nominee or nominees and settler/ trustee shall have no right to transfer or encumber the owner's allocation only as per terms of the development agreement and the said of Deed of Declaration dated 16/08/2016 was duly registered at A.R.A.II, Kolkata and recorded in Book No. I, Volume No. 1902016, Pages No. 112571 to 112590, being deed No. 190203571 for the year 2016.

AND WHEREAS by another Deed of Declaration dated 23<sup>rd</sup> September, 2022, it was rectified and clarified the devolution of title by which said Smt. Shantimoyee Roy, since deceased, wife of Late Gopi Krishna Roy and Smt. Panchubala Devi (Roy) since deceased became the joint owners having equal share holder of ALL THAT piece and parcel of land measuring more or less 5 Cottahs 12 Chittacks together with two storied brick built dwelling house lying and situated at premises no. 4, Fakir Chakraborty Lane, P.S-Burtolla, Calcutta, and the said Deed of Declaration was duly registered in at A.R.A.II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Pages No. 405727 to 405741, being deed No. 190211534 for the year 2022;

**AND WHEREAS** the Developer is engaged in the business of developing and promoting and also sponsoring construction of building having its own financial resources to carry out any development scheme, including construction of building taking up all the related responsibility of preparation and sanction of plan for construction and



engage engineers, masons and labours and also put in resources for building materials and supervise of completing the construction of the proposed building and to procure prospective owner for the flats, shops. Garages, apartments and other spaces to be built as per the building plan to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** after obtaining the said sanctioned plan from the Kolkata Municipal Corporation the Owners/Vendors duly started, through the developer, construction of the new building on the said premises.

**AND WHEREAS** Owners/Vendors have agreed to sell and the purchaser has agreed to purchase their allocated share of **ALL THAT** self contained flat on the ..... **floor** (..... **side**) which will be used for residential purpose having total super built up area of ..... square feet more or less of the said premises hereinafter referred to as the "said flat" which is exclusively within the Owner's Allocation in terms of Development Agreement for consideration price of **Rs...../- (Rupees .....)** **only** as free from all encumbrances.

**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 Owners/Vendors, before execution of these presents towards the cost of their undivided share of **ALL THAT** self contained flat on the ..... **floor** (..... **side**) which will be used for residential purpose having total super built up area of ..... square feet more or less lying and situate at Municipal Premises No. 4, Fakir Chakraborty Lane, P.S-Burtolla, Kolkata-700006 under Ward No.018 of Kolkata Municipal Corporation, **AND** the developer herein do hereby



conveyed and transfer unto the purchaser and assure unto the Purchaser free from lien charge and lis-pendense their share of **the said premises** categorically described in **SCHEDULE "B"** hereunder written **TOGETHER WITH** proportionate undivided share of land comprised in the said building and stairs, lobbies the common areas and facilities which is morefully and particularly described in the **SCHEDULE "C"** hereunder written according to purchaser share with right to use common passage and open spaces in the ground floor as well as right to use water overhead and underground water tank against proper maintenance charges proportionately and liabilities benefits and privileges easement and upon whatsoever mentioned in the **SCHEDULE "D"** hereunder of the said flat mentioned above **TO HAVE AND TO HOLD** own and possess the same unto and to the use of the purchaser **NOTWITHSTANDING** any act deeds or thing hereto before clone executed or knowingly suffered to the contrary the vendor are now lawfully seized and possessed of the said flat from all encumbrances attachment, or defect in the title whatsoever and **THAT THE VENDOR** has full power and absolute authority to sell the said "Flat" in the manner aforesaid and the purchaser shall at all times hereafter peaceably and quietly possess and enjoy the said flat and profit thereof and shall also be entitled to sell Mortgage, lease or otherwise alienate the said Flat hereinafter referred to as the said "Flat" hereby conveyed subject to the terms and conditions incorporated in these present and further that the vendor and it's legal representatives covenant with the purchaser their heirs to save harmless identify and keep indemnified the purchaser and their legal representatives or assign form and against all encumbrances charges lines trust whatsoever. That the Vendor claiming through or under it or in trust shall at all times hereafter at the request and cost of the purchaser or their heirs or legal representatives charging through or under them or in trust for this do and execute or cause to be done or





executed all such further act deeds or things whatsoever as may reasonably be required for further and more perfectly conveying and assuring the said flat thereof unto and to the use of the purchaser.

**AND THAT IT IS FURTHER HEREBY AGREED BY AND BETWEEN THE VENDOR AND PURCHASER** as Follows : -

- (1) The Purchaser shall be liable to pay directly the Municipal Taxes and there outgoing now payable or to be payable hereafter in respect of the said 'flat' proportionately as mentioned in **SCHEDULE "B"** hereunder written.
- (2) The purchaser shall regularly pay the charges, levies, costs, and expenses proportionately for common areas including maintenance and service charges of the said project.
- (3) The purchaser shall obtain separate electric meter in their own name at their own cost and expenses and for that the owner shall offer necessary assistance.
- (4) The purchaser shall maintain and repair the internal portion of the said purchased "flat" in all respect at her own cost.
- (5) The purchaser agreed to contribute and pay from time to time and all times proportionate share towards the costs, expenses and outgoings in respect of the matters specified in Second Schedule hereto and also pay other taxes or outgoings to be lawfully with the other Co-owner of the building.
- (6) The apportionment of all such costs, taxes and outgoings shall be made on the basis of the proportionate area of the purchased 'Flat ' of each of the purchaser.
- (7) The Purchaser shall not at any time make or cause to be made by addition or alteration or whatsoever manner to the said Flat sold or any part thereof which might prejudicially affect the safety, security and beauty of the by or cause any nuisance to any other owner of the said building.



- (8) The Purchaser shall not make any alteration in the elevation and outside colour scheme of the buildings.
- (9) The Purchaser shall not throw or accumulate or cause to be thrown or accumulated any garbage, dirt or permit the same to be thrown or allowed to be thrown or accumulated on the premises or any portion of the premises.
- (10) The Purchaser, interest in the undivided portion of land as more fully described in First Schedule shall remain joint with the other Co-owner of the building who have hereto before acquired or who may hereafter acquire right title and interest in the said building.
- (11) The purchaser shall not use coal, coke, charcoal, fire wood or similar inflammable materials gas, oven kerosene oil or similar fuel in the Flat in any manner whatsoever. The Flat shall not be used for any purpose, which will be illegal or shall affect interest of the co-owner of the building and cause any nuisance and affect the decency of the building.
- (12) The purchaser shall agree to form an association with the owner of other flats in the said building for due maintenance and repairing of the external portion of the building premises including rain water and soil pipes, water pipes, electric wirings and lighting the common passage and the stair cases used in common with other apartment/flat also agree to bear the proportionate costs and expenses of the same to be decided by the association under the provisions of West Bengal apartment Ownership Act.
- (13) The Purchaser undertakes that if the purchasers transfer their flat, the purchasers shall incorporate all the terms and conditions of this deed.
- (14) The purchaser will pay proportionate share of municipal tax, Government rent or other taxes, if any, with effect from the date of taking possession of the flat.





- (15) The Purchaser further undertake that the purchaser shall not claim the common passage as specifically mentioned in schedule as their absolute flat but shall enjoy the said common facilities with the other co-owner of the said building.
- (16) The Purchaser agrees that the word flat referred to hereinabove means the rights and title of the Owners/Vendors in the proposed flat to be constructed, morefully described in the Second Schedule hereunder.
- (17) The purchaser shall pay monthly maintenance charge for using common water supply and electricity charges for common portions etc. mentioned in the Third Schedule hereunder at the rate to be fixed by the Apartment Owner Association.

**THE SCHEDULE "A" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE ENTIRE PROPERTY)**

**ALL THAT** piece and parcel of bastu land measuring an area of 5 (five) Cottahs 12 (twelve) Chittacks be the same little more or less together with a two storied residential building standing thereon measuring more or less 3312 sq.ft. in the Ground Floor and 3312 sq.ft. in First Floor at and being Premises No. 4, Fakir Chakraborty Lane, P.S-Burtolla, Kolata-700006 under Ward No.018 of Kolkata Municipal Corporation and butted and bounded:

ON THE NORTH BY: By Fakir Chakraborty Lane;  
ON THE SOUTH BY: Partly by 5, Fakir Chakraborty Lane and partly by 29, Goran Hata Street;  
ON THE EAST BY: Partly by 1/2, 1/3, 1/4, 1/6, Fakir Chakraborty Lane and partly by 33, Goran Hata Street;  
ON THE WEST BY: By 1/2 , and 2, Fakir Chakraborty Lane.



**THE SCHEDULE "B" ABOVE REFERRED TO**

**(Description of the Flat)**

ALL THAT one self-contained flat measuring about 765 sq.ft. of super built up area including 25% super built up be the same little more or less on the Second Floor, being flat no.2B of the proposed newly constructed building lying and situated on land measuring an area of 5 (five) Cottahs 12 (twelve) Chittacks be the same little more or less at Premises No. 4, Fakir Chakraborty Lane, P.S-Burtolla, Kolata-700006 under Ward No.018 of Kolkata Municipal Corporation.

**THE SCHEDULE "C" ABOVE REFERRED TO**

**(PARTICULARS OF COMMON AREAS AND FACILITIES)**

1. Electric meter, wiring and fittings and accessories for lighting of staircase, lift, lobby common passage, pump room main gate entrance and water pump.
2. Drainage and rain water pipe, drains and sewerage in the building and from the building to the Municipality duct.
3. Water pump.
4. Staircase landing and lobbies.
5. Water pump, Water reservoir and water pipes save those inside any flat and other common plumbing installations.
6. Paths-passages and Courtyards.
7. Boundary wall and main entrance room.





8. Lateral, vertical overhead and underneath and supporting beams, columns rafters, plinth and fixtures in and upon the main road, bearing separating and common walls in the building including the said flat.
9. Ultimate roof of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION OF CONSTRUCTION)**

<b>BUILDING:</b>	R.C.C. framed multi storied building;
<b>WALLS:</b> 3" thick  of paris  paints;	Brick masonry 8" inches thick partition wall 5" and  with wire netting, cement plaster both sides, plaster  and outside surfaces finishing with cement base  paints;
<b>WINDOWS:</b> painted with	glass fittes sliding windows with integrated grills  synthetic enamel pant and 2mm glass.
<b>DOORS:</b>	Flash Doors with latch.
<b>FLOORS:</b>	Entire tiles/marble flooring.
<b>WATER</b> reservoir	Corporation water shall be stored and shall be into a
<b>ARRANGEMENT:</b>	and from there supply to different flats;
<b>KITCHEN:</b> ceramic	black stone platforms, stainless steel sink with 3'  Tiles on kitchen platform;
<b>TOILETS:</b>	Commode, Shower, Rail 6' (six) feet ceramic Tiles;
<b>ELECTRICITY:</b> room), 1  point, 1 fan  TV, 1	<b>Bed Room</b> – 2 light points, 1 AC point (master bed  Fan points, <b>Kitchen-cum-dining room</b> – 1 light  point, 1 plug point for refrigerator, 1 plug point for  exhaust fan point and 1 plug point for Aquaguard,
<b>Bath room</b>  geyser in	- 1 light point, 1 exhaust fan point, 1 plug point for



**ELIVETOR:**  
Passengers.

master bath, fully concealed wiring.  
Reputed and reliable company capacity of 4 (four)

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

**SIGNED, SEALED AND DELIVERED**

in Kolkata in the presence of:

**WITNESSES:**

1.

As constituted attorney of the Owners

***Signature of the***

***Owners***

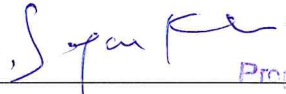
2.

\_\_\_\_\_  
***Signature of the Purchasers***





For Bashundhara Construction and Developer

  
Proprietor

**Signature of the Developer**

Drafted by me.

Advocate  
High Court, Calcutta.

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchasers the sum of Rs. \_\_\_\_\_  
only being the advance consideration money for the said Flat:

<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount</u>
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Total: Rs.

Witnesses:

1.

2.

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VENDOR/DEVELOPER