


# DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on the        day of October, Two  
Thousand ..... (20.....)

## BETWEEN

1) SRI JAYANTA BANERJEE, (PAN – AZNPB6877E), son of Late Bireswar Banerjee, by occupation – Service, 2) RAMA BANERJEE, (PAN – AYMPB2026R), daughter of Late Bireswar Banerjee, by occupation – Housewife, residing at 65, K.G. Bose Sarani, Post Office – K.G. Bose Sarani, Police Station – Beliaghata, Kolkata – 700085, District – 24 Parganas (South) and 3) SMT SHELLY CHOWDHURY, (PAN – AOOPC4364F), wife of Jyoti Chowdhury and daughter of Late Bireswar Banerjee, by occupation – Housewife, residing at 10, Debnarayan Das Lane, Shyambazar Mall, Post office – Shyambazar, Police Station – Ultadanga, Kolkata – 700004, District – Kolkata, all by faith – Hindu, by Nationality – Indian, represented by their Constituted Attorney “SRI. SANJIB PODDER” son of Late, Sukhendra Lal Podder, by religion – Hindu, By Occupation – Business, Residing at P-57, Sector-B, Metropolitan Co-Operative Housing Society Ltd. Kolkata-700105, District – 24 Parganas (South), hereinafter called and referred to as the “**VENDOR**”, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included his respective heirs, executors, successors, legal representative, administrative, and/or assigns) of the “**ONE PART**”.

G. K. ASSOCIATES  
  
Partner

**AND**

**G.K. ASSOCIATES**, PAN – AAQFG1716M, a partnership firm registered under the Indian Partnership Act, 1932 having its registered office at P-59, Sector – A, Metropolitan Co-operative Housing Society Limited, Canal South Road, Post Office – Dhapa, Police Station – Pragati Maidan (formerly Tiljala) Kolkata – 700105, District – 24 Parganas (South) represented by one of its partner namely;

1) **SRI SANJIB PODDER** PAN – AFTPP4576N, Mob No. – 9830088827, son of Late Sukhendra Lal Podder, by faith – Hindu, By Occupation – Business, by nationality – Indian, residing at P-57, Sector – B, Metropolitan Co-Operative Housing Society Ltd., Canal South Road, Post Office – Dhapa, Police Station – Pragati Maidan (formerly Tiljala), Kolkata – 700105, District – 24 Parganas (South), hereinafter called and referred to as the “**Developer/Promoter**”, (which terms or expressions shall unless excluded by or repugnant to the context shall mean include her heirs, administrators, executors, representatives and assigns) of the “**SCEOND PART**”.

**AND**

**Mr.** ....., (PAN – .....), son of ....., **Mrs.** ....., (PAN – .....), wife of ....., both by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at ....., hereinafter jointly and collectively called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, legal representatives, administrators, and/or assigns) of the **THIRD PART**.

**WHEREAS** one Radhika Mohan Banerjee was seized and possessed of Bastu land measuring more or less 3 (three) Cottahs 8 (eight) Chittacks with a partly one storied asbestos shed and partly two storied dwelling building standing thereon within the limits of the Kolkata Municipal Corporation being Municipal premises No. 65, K.G. Bose Sarani (formerly known as Talpukur Road), Police Station – Beliaghata, Kolkata – 700085, District – 24 Parganas (South).

**AND WHEREAS** during such possession said Radhika Mohan Banerjee as absolute Owner of the said property he died intestate leaving behind them surviving his son Bireswar Banerjee and wife Minati Bala Devi, who also died and after both the demise of legal heir only son Bireswar Banerjee who inherited the said property left by his parents since deceased.

**AND WHEREAS** during such possession said Bireswar Banerjee died intestate on 15/05/2002 leaving behind them surviving his wife Mandakini Banerjee, one son Jayanta Banerjee and two daughters namely; Rama Banerjee and Shelly Chowdhury, having undivided 1/4<sup>th</sup> share each they jointly inherited the said property left by Bireswar Banerjee since deceased.

**AND WHEREAS** in view of said facts the said Mandakini Banerjee, Jayanta Banerjee, Rama Banerjee and Shelly Chowdhury, became the joint Owners of the said property and they mutated their names in the record of the Kolkata Municipal Corporation as joint Owners of the said land measuring more or less 3 (three) Cottahs 8 (eight) Chittacks together with structure standing thereon within the limits of the Kolkata Municipal Corporation being Municipal premises No. 65, K.G. Bose Sarani (formerly known as Talpukur Road), Police Station – Beliaghata, Municipal Ward No. – 035, Assessee No. – 11-035-1500-87-6, Kolkata – 700085, District – 24 Parganas (South), and have been paying rates and taxes to the competent authority morefully and particularly detailed below in the Schedule “A”.

**AND WHEREAS** the owners are desire to make construction of building in the said property and for which he negotiated with the present Developer to develop and to make construction in the said property according to the plan which has already been sanctioned by the Kolkata Municipal Corporation vide **Building Sanction Plan No. - 2021030045, dated 19/08/2021, through Borough - III**, and the Developer also has agreed to develop the said property by investing his own

money on the basis of some terms and condition mentioned in the Development Agreement and to avoid any future dispute both the parties have agreed to enter into the said agreement as hereunder written".

**AND WHEREAS** the Vendor and the Developer executed and registered a Development Agreement alongwith Development Power of Attorney dated 25.11.2020 and the said Development Agreement and Development Power of Attorney was registered in the office of the **A.D.S.R. at Sealdah and recorded in Book No. I, Volume No. – 1606-2020, Pages from 128232 to 128283, Being No. - 160603011 for the year 2020**, and according to clause of the Development Agreement the Developer is entitled to sell, transfer, convey his allotted portion to his nominated person and to the proceed.

**AND WHEREAS** the work of construction of the building is under progress stage by the Developer herein and the said Developer is liable handed over the owners' share of allocation and possession after completion of the construction.

**AND WHEREAS** the Developer as per agreement has already obtained Building sanction plan vide **Plan No. – 2019070084, dated 12/09/2019, through Borough No. – .....**, from the Kolkata Municipal Corporation in respect of Schedule "A" property for construction of **multi** storied building having flat/garage/space etc. according to the Development Agreement.

**AND WHEREAS** the Developer from his own allotment is interested to sell/transfer/convey the **1 (one) Self Contained Residential Flat measuring more or less ..... Square feet super built up area** situated on the on the ..... Floor (**Being No. ....**) within the limits of the Kolkata Municipal Corporation being the portion of Municipal premises No. **65, K.G. Bose Sarani (formerly known as Talpukur Road), Police Station – Beliaghata, Municipal Ward No. – 035, Kolkata – 700085, District – 24 Parganas (South)**, together with the undivided proportionate share of land and all other easement and appurtenances thereto morefully and particularly detailed below in the Schedule "B" and all other common right and easement and appurtenances thereto detailed below in the Schedule "C" and all other common expenses detailed below in the Schedule "D" at a total consideration of **Rs. ....**/- (Rupees .....) only, which is free from all encumbrances and the Purchaser has agreed to purchase the above mentioned property detailed below in the

Schedule "B" from the Developer on payment of such consideration and the Vendor hereby confirm the same.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of the said sum of **Rs. ....**/- (Rupees .....) only, paid to the Developer by the Purchaser on or before the execution of this present as per memo of consideration given below (the receipt whereof the Developer admit and acknowledge the said amount and declare that no amount is due from the Purchaser and the Vendor hereby confirm and release, discharge, and acquit the Purchaser, his heirs, executors, administrators, legal representatives and assigns) **ALL THAT the 1 (one) Self Contained Residential Flat measuring more or less ..... Square feet super built up area** situated on the on the ..... Floor (**Being No. ....**) within the limits of the Kolkata Municipal Corporation being the portion of Municipal premises **No. 65, K.G. Bose Sarani (formerly known as Talpukur Road), Police Station – Beliaghata, Municipal Ward No. – 035, Kolkata – 700085, District – 24 Parganas (South)**, morefully and particularly detailed below in the Schedule "B" together with the undivided proportionate share of land and all other common right, easement and appurtenances thereto morefully and particularly detailed below in the Schedule "C" and all other common expenses, liabilities, restriction etc. detailed below in the Schedule "D" and delivered possession thereof to the Purchaser together with the right of user of existing facilities of the said premises and also the right to get supply of water from the underground water reservoir and overhead water tank and the right to install telephone line, electric line and all other essential amenities in the flat and to repair and maintain sewerage line of the said building and to repair/replacement of the common space and passages

and facilities of the said building commonly with other flat Owners and to pay proportionate cost for the common maintenances of the said building AND the Purchaser agree to repair and maintain the inside of the Schedule "B" property at his own cost **TO ENTER INTO AND TO HAVE AND TO HOLD, POSSESS AND PEACEFULLY ENJOY** the said property morefully and particularly described in Schedule "B" including the undivided proportionate share of the said land of the said premises hereby sold, transferred, conveyed or expressed or intended so to be with all of their right, title, interest, claim, demands, whatsoever unto and to the use of the Purchaser his heirs, and assigns forever free and discharged from or otherwise by the Vendor and the Developer well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the Vendor and the Developer in respect of the said flat **AND** the Vendor and the Developer hereby declare and confirm for themselves, their heirs, executors, administrators, representatives and assigns THAT notwithstanding any acts, deeds or things whatsoever by the Vendor/ Developer or by any of their predecessor or ancestors in title done or executed or knowingly suffered to the contrary, the Vendor and the Developer had at all material times heretofore and now have good right, title and interest, full power, absolute authority and indefensible title to grant, sell, convey, transfer, assign and assure and to confirm the said Schedule "B" property together with the undivided proportionate share of land morefully and particularly detailed below in the Schedule "B" along with other common facilities in the said building hereby sold, transferred, granted and conveyed or expressed or intended so to be unto and to the use of the Purchaser, his heirs, executors, and assigns in the manner aforesaid and the Vendor and the Developer have not yet done any act, deed or things whereby the said flat

mentioned in the Schedule "B" hereby conveyed have been encumbered and the Vendor and the Developer have not transferred the said Schedule "B" property to any one and the said property is not the Dubuttor or wakf property and is not subject matter of any legal proceeding or not affected by the K.M.D.A. or K.I.T. Scheme or by any other Government Scheme and the said Schedule "A" property is free from all encumbrances **AND** the Purchaser, his heirs, executors, administrators, legal representatives and assigns shall enjoy the said property detailed below in the Schedule "B" as owner with the right to bring separate electric meter in his own name at his own cost and shall use and enjoy the said flat and every part thereof and the Vendor and the Developer shall from time to time and at all times hereinafter at the request and at the cost of the Purchaser made do acknowledge executed and perfect with all paper, documents and cause to be made acknowledged, executed and performed with proper documents all such acts, deeds and matters and things whatsoever for further better and more perfectly assuring the Purchaser the said flat detailed below in the Schedule "B" hereby demised and every part thereof unto and to the use of the Purchaser, his heirs, executors assigns according to the true intent and meaning of these presents as shall or may be reasonably required by law **AND** the Purchaser shall possess and enjoy the said flat on the ..... **Floor** of the said premises along with other common facilities described in the Schedule "B" with the absolute right and authority to sell, assign, transfer, gift, mortgage, letting out or by any other else as absolute owner of the said Schedule "B" property **AND** the Purchaser shall apply at the appropriate time for recording his name in the assessment record of the Kolkata Municipal Corporation as absolute Owner of the said Schedule "B" property and for separation of assessment thereof and to pay

proportionate taxes to that effect and any person/persons shall not be entitle to object to the said mutation or separation **AND** the Purchaser also shall be a member of the Association as would be formed by the flat owners for maintenance of the building and also shall pay proportionate maintenance charges to the Association or to any other competent person against proper receipt month by month **AND FURTHER** the Vendor and the Developer and all of their heirs executors, administrators, legal representatives shall at all times hereinafter indemnify and keep indemnified the Purchaser, his heirs, executors, administrators, legal representatives and assigns against any unwilling mistake or defect of title of the Vendor and the Developer and also confirm the Purchaser to execute any such deed or deeds to rectify any error etc. of the Deed at the cost of the Purchaser at any point of time and the Developer/Vendor further hereby confirm to the Purchaser that at the time of mutation of name before the Kolkata Municipal Corporation, the Vendor shall sign all necessary documents and shall provide all required documents to the Purchaser which may be required for the purpose of mutation of the purchased property.

**SCHEDULE "A" PROPERTY**  
**(ENTIRE PROPERTY)**

**ALL THAT** piece and parcel of Bastu land measuring more or less 3 Cottah, 8 chittack, 00 square feet with upcoming G+III storied building, **65, K.G. Bose Sarani (formerly known as Talpukur Road), Police Station – Beliaghata, Municipal Ward No. – 035, Assessee No. – 11-035-1500-87-6, Kolkata – 700085, A.D.S.R. at Sealdah, District – 24 Parganas (South)**, and all easement and appurtenances thereto, which is butted and bounded as follows :-

**ON THE NORTH** : By premises No. 64, K.G. Bose Sarani,



**ON THE SOUTH** : By 30'-0" feet wide K.G. Bose Sarani,  
**ON THE EAST** : By premises No. 66, K.G. Bose Sarani,  
**ON THE WEST** : By 9'-0" feet wide private passage.

**SCHEDULE "B" PROPERTY**

**(FLATS UNDER AGREEMENT FOR SALE)**

**ALL THAT** One Self Contained residential Flat measuring more or less .....  
**Square Feet super built area** consisting of ..... Bed Rooms, ..... Kitchen,  
..... Drawing cum Dining, .....Toilet, ..... Puja Room, & ..... Balcony  
situated on the ..... **Floor** of the Newly Constructed Multi - Storied premises  
being No.- **65, K.G. Bose Sarani (formerly known as Talpukur Road), Police  
Station – Beliaghata, Municipal Ward No. – 035, Assessee No. – 11-035-1500-  
87-6, Kolkata – 700085, A.D.S.R. at Sealdah, District – 24 Parganas (South),**  
together with the proportionate share of land and all right of user of common  
space, passages, in any manner whatsoever together with all areas, sewers,  
drains, water courses, rights, liberties, easements, appendages and  
appurtenances thereto.

**SCHEDULE "C" ABOVE REFERRED TO**  
**(COMMON AREAS AND FACILITIES)**

- 1) Land underneath the building.
- 2) Stair case on all floors.
- 3) Stair case landing of all floors.
- 4) Lift and lift room of the building
- 5) Terrace of the building including chilakatha room.
- 6) Water pump, underground and overhead water tank, water pipes and other plumbing installations.
- 7) Electrical wiring, meters and fitting (excluding those as are installed for any particular flat), common electric meter box.

- 8) Drainage and sewerage.
- 9) Main gate of the building and the passage for entrance and exit of the ground floor and four sides open space of the building.
- 10) Four sides common passage of the Ground floor of the building.

**SCHEDULE "D" ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement, water, electricity supply system to all common areas mentioned in Schedule "C" hereinbefore.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer side walls and common areas of the building and the roof of the building.
3. The cost of maintaining, cleaning and lighting the entrance of building, the passage and space around the building, lobby, stair-cases and other common areas and pump, etc.
4. Salaries of Durwan, if any and other expenses for maintaining the said building.
5. Proportionate Corporation taxes, for common area, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.
6. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and the common areas and amenities.

**IN WITNESS WHEREOF** all the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year above written.

**SIGNED, SEALED AND DELIVERED**

at Kolkata in presence of: -

**WITNESSES: -**

1)

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**SIGNATURE OF THE VENDOR**

2)

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**SIGNATURE OF THE PURCHASER**

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**SIGNATURE OF THE DEVELOPER**

**Drafted by:**

**ARINDAM CHATTERJEE**  
Advocate,  
Enrolment No. – F/2176/2017  
Sealdah Civil Court  
Kolkata – 700014

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchaser a sum of **Rs. ....**/-  
**(Rupees .....)** only as full and final payment of the entire  
consideration as per memo given below : -

SL	CHEQUE	BANK & BRANCH	DATE	AMOUNT
1				
2				

(Rupees .....only).

**WITNESSES:-**

1)

G. K. ASSOCIATES  
  
Partner

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**SIGNATURE OF THE DEVELOPER**

2)