

Draft Deed of Conveyance of USHA MANSION

**DEED OF CONVEYANCE**

Valued at Rs. ....

(Rupees .....)

.....) Only

**THIS DEED OF CONVEYANCE** is made on this the .....  
day of July, 2019 (Two Thousand and Nineteen) as per  
CHRISTIAN ERA.

Contd..2

(2)

**BETWEEN**

**1) SRI UTPALENDU BISWAS (PAN No. ADLPB3624M),**

Son of Late Usha Ranjan Biswas, by Nationality-Indian, by Religion-Hindu, by Occupation-Retired, residing at-Flat no. 3B, Plot no. BA-67, Premises No. 02-146, Action Area 1B, P.O. New Town, P.S. New Town, Dist. North 24 Parganas, Kolkata-700156,

**2) SRI AMALENDU BISWAS (PAN No. ADXPB4036F),**

Son of Late Usha Ranjan Biswas, by Nationality-Indian, by Religion-Hindu, by Occupation-Retired, residing at- East Station Road, Opp. Hati Bari, P.O. Agarpara, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700109,

**3) SRI BIMALENDU BISWAS (PAN No. AGIPB4369H),**

Son of Late Usha Ranjan Biswas, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at- East Station Road, P.O. Agarpara, P.S. Khardah, Kolkata-700109, hereinafter jointly called and referred to as the "**VENDORS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs executors, administrators, successors, legal heirs, executors, administrators, successors, legal representative's and/or assigns) of the **FIRST PART.**

The Vendors hereof hereby represented by their constituted and lawful Attorney:-

**SREE GANESH CONSTRUCTION**, a Proprietorship Business having its office at "Bishnupriya", Ground Floor, 'Dwarik Banerjee Road', P.O. Agarpara, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700109 represented by its proprietor namely: **SRI BISWAJIT KARMAKAR (PAN NO. AKHPK9010B)**, Son of Late Tarak Chandra Karmakar, By Nationality-Indian, by faith-Hindu, by occupation-Business, residing at: Tarapukur Main Road, P.O. Agarpara, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700109 by virtue of a Registered Power of Attorney for Development being no. 150101638, which was executed and

Contd...3



(3)

registered on 05.03.2018 by the Vendors hereof at the office of D.S.R.-I, North 24 Parganas at Barasat and the same was recorded in Book No. I, Vol. No. 1501-2018, Pages from 40969 to 41003, being no. 150101638, for the year 2018.

AND

**SREE GANESH CONSTRUCTION**, a Proprietorship Business having its office at "Bishnupriya", Ground Floor, 'Dwarik Banerjee Road', P.O. Agarpara, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700109 represented by its proprietor namely: **SRI BISWAJIT KARMAKAR (PAN NO. AKHPK9010B)**, Son of Late Tarak Chandra Karmakar, By Nationality-Indian, by faith- Hindu, by occupation-Business, residing at: Tarapukur Main Road, P.O. Agarpara, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700109 hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-Office, legal representatives and/or assigns) of the **SECOND PART.**

AND

1. Name .....  
S/o,W/o,D/o .....  
by Nationality-Indian, by Religion-....., by Occupation-  
Business/House-wife/Service/Retired respectively, residing at  
.....  
2. Name .....  
S/o,W/o,D/o .....  
by Nationality-Indian, by Religion-....., by Occupation-  
Business/House-wife/Service/Retired respectively, residing at  
.....  
..... hereinafter jointly called and referred to as  
the "**PURCHASER/S**" (which term or expression shall unless  
excluded by or repugnant to the context be deemed to mean  
and include his/her/their heirs, executors, administrators,

(4)

successors, legal heirs, legal representatives and/or assigns) of the **THIRD PART.**

**WHEREAS** the predecessor-in-title i.e. the beloved father of the present Vendors hereof namely Sri Usha Ranjan Biswas (S/o. Late Uma Pada Biswas), who was the absolute and lawful owner of a piece and parcel of land admeasuring an area about 5Cottahs 8Chittaks, within Mouza: Osmanpur, J.L. No. 13, Re.Su. 42, Touzi No. 172, comprised and contained in C.S. Dag No. 519, corresponding to R.S. Dag Nos. 1116, 1117, under C.S. Khatian No. 20, Corresponding to R.S. Khatian No. 1218, P.S. Khardah, S.R.O. Barrackpore, within the local limits of Panihati Municipality by virtue of a Registered Bengali Deed of Sale, being No. 3422 from his predecessor namely Sri Rabindra Nath Bandyopadhyay @ Rabin Banerjee (Son of Late Balai Chandra Bandyopadhyay) and the said Deed of Sale was executed and registered on 02.08.1971 at the office of S.R. Barrackpore and the same was recorded in Book No. I, Vol. No. 58, noted within the pages from 29 to 33, being No. 3422, for the year 1971.

**AND WHEREAS** the said Sri Usha Ranjan Biswas while had been enjoying the actual physical possession on the said landed property he got his name mutated with the assessment register of Panihati Municipality bearing Holding No. 238, R.N.Tagore Road, under Ward No. 25, and enjoying the same by paying relevant taxes to the authority concerned regularly and he also mutated his name before the Office of B.L. & L.R.O. BKP-II, under R.S. Khatian No. 1218.

**AND WHEREAS** the said Usha Ranjan Biswas while has been enjoying the actual physical possession on the said landed property he died intestate on 05.05.2002 leaving behind him, his wife namely Smt. Ila Biswas and three sons

Contd...5



(5)

namely Sri Utpalendu Biswas, Sri Amalendu Biswas and Sri Bimalendu Biswas as his surviving legal heirs and successors.

Be it mentioned here that the wife of Late Usha Ranjan Biswas namely Ila Biswas was also died intestate on 29.09.2013 leaving behind her above name three sons as her surviving legal heirs.

**AND WHEREAS** thus the three sons of deceased Usha Ranjan Biswas & Ila Biswas i.e. the Vendors no. 1 to 3 hereof inherited the said **5Cottahs 8Chittaks** of land and residential building standing thereon as undivided 1/3rd share in each part as Class-I legal heirs, as per the Law of Hindu Succession Act. 1956 as sixteen annas owners and they mutated their names in the assessment register of local Panihati Municipality, bearing Holding no. 238, R.N.Tagore Road, under Ward No. 25 and the vendor no. 1 to 3 also recorded their names in the L.R. Record of Right at the Office of B.L. & L.R.O., BKP-II, Panihati bearing L.R. Khatian Nos. 1964 (in the name of Amalendu Biswas), 1974 (in the name of Bimalendu Biswas) & 1975 (in the name of Utpalendu Biswas) and have been jointly possessing the same as ezmal peacefully, quietly and without any interruption of others by paying the relevant rents and taxes regularly.

**AND WHEREAS** the Vendors are desirous of developing and completing the construction of the said premises in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/Promoter who will be able to develop the properties in conjunction with the Vendors.

(6)

**AND WHEREAS** on **05.03.2018** the Vendors hereof jointly entered into an Development agreement, being no. 150101632, which was executed and registered on 05.03.2018 at the office of D.S.R.-I, North 24 Parganas at Barasat and the same was recorded in Book No. I, Vol. No. 1501-2018, Pages from 41004 to 41049, being no. 150101632, for the year 2018 with the Developer hereinabove for the construction of a proposed building (G+4) comprising of several flats, shops, office space upon the said property morefully and particularly described in First Schedule herein below and also executed a Power of Attorney for Development, dt. 05.03.2018 under the terms and condition as contained therein.

**AND WHEREAS** in pursuance of the said Development Agreement and the said Power of Attorney for Development the developer has been constructing a multistoreyed building consisting of several flats, shops & Garages in accordance with the building plan sanctioned by the Panihati Municipality, **Vide Plan No. ...., dated. ....**

**AND WHEREAS** thereafter in compliance with the said building plan and inconformity with the other terms and conditions the said Firm by its own fund and by deploying its own Architect and Engineers have completed a (G+4) Multi Storied Building thereon commonly known as "**USHA MANSION**" comprising with several Flats, Shop rooms & Garages which are all lying ready for immediate transfer in favour of the intending Purchaser.

**AND WHEREAS** the Purchasers after being satisfied about the title of the Owner/Vendors and the sanctioned building plan by the concerned Panihati Municipality and construction of the proposed Ground Plus Four Storied building on the

Contd...7



(7)

land of Schedule "A" property has approached the Vendors/ Developer for purchasing a **Flat being No. "....."**, on the ..... **Floor**, measuring more or less ..... **Sq.ft.** super built up area into and out of the building popularly known as **"USHA MANSION"**.

**AND WHEREAS** the Vendors/Developer agreed to sell and the Purchaser agreed to purchase the **Flat being No. "....."**, on the ..... **Floor** measuring more or less ..... **Sq.ft.** super built up area TOGETHERWITH undivided proportionate share and/ or interest of the land underneath of the building, completed as per specification hereinafter referred to as the said Flat of the Building under construction at or the price of **Rs. .... (Rupees ..... )** Only free from all encumbrances whatsoever.

**AND WHEREAS** by an agreement entered into and executed by and between the Vendors and Developers and the Vendee/s/Purchaser/s hereof on ..... **A.D.** it was agreed inter alia by and between the parties that the Purchaser would purchase the "B" Schedule property hereof togetherwith the specification being Schedule "C" hereunder at and for a consideration of **Rs. .... (Rupees ..... )** Only being the price for ..... **Sq.ft.** approx of Super Builtup area being **Flat No. "....."**, contained by the apartment on the ..... **Floor**, into out of and over the said building and out of the said consideration a sum of **Rs. .... (Rupees ..... )** Only was paid as and by way of earnest/booking money by the Purchaser/s unto the Vendors and the Developers/Confirming Party on the day of execution of the said agreement and the Confirming Party have been proper authority to given by the Vendors,

Contd...8



(8)

acknowledged the receipt there against vide the said instrument.

**AND WHEREAS** the Purchasers by installments has paid the total consideration money for the said flat amounting to **Rs. .... (Rupees ..... )** Only to the Vendors/Developer which the Vendors/Developer have duly received and acknowledge.

**AND WHEREAS** the Vendors has agreed to sell, convey and transfer unto the Vendee/s all that the Self-contained **Flat** being schedule "B" hereunder togetherwith the proportionate impartible share of the land, described in the Schedule "A" hereunder subject to the terms hereinafter contained.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

THAT in pursuance of the said Agreement and in consideration of a sum of **Rs. .... (Rupees ..... )** Only paid by the Vendee/s unto the Vendors at or prior to the execution of these presents (the receipt whereof the Vendors do hereby admit and acknowledge) and of and from the same and every part thereof acquit release and discharge the Vendee/s the said self-contained **Flat** being scheduled "B" hereunder with proportionate impartible share of the land under the said structure attributable to the said **Flat** constructed, the Vendors do hereby grant, sell, convey and transfer, assign and assure unto the Vendee/s the said undivided share of land and the said super structural built up area of ..... **Sq.ft.** approx with other facilities and amenities as described in the Schedule "C" hereunder with all rights, liberties, privileges, easements, appendages and appurtenances whatsoever pertaining to the "B" Schedule property and other common areas, facilities, plumbing, sewers, messuages, access to roof etc. And all the estate right,

Contd...9



(9)

title, interest, property claim or demand whatsoever both at law and in equity of the Vendors into out of and over the said **Flat** togetherwith all the power, to sell, transfer, mortgage, lease, assign, charge, etc in respect of the said **Flat** and as also unrestricted right of the vendee/ s and his/her/their men and agents to pass and repass through, into and over the passage of the said premises for the use and enjoyment of the said flat TO HAVE AND TO HOLD the said **Flat** hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so as to be unto and to the use and occupation of the vendee/s absolutely and forever free from all encumbrances, charges, trusts, liens, claim, demand whatsoever and the Vendors do hereby covenant with the Vendee/s that notwithstanding any act, deed, matter or thing done or executed by the Vendors to the contrary, the Vendors have good right, full power and lawful authority to grant, sell and transfer the said flat unto the Vendee/s AND the Vendee/s shall for all times to come quietly and peaceably enjoy the "B" schedule property without any eviction or interruption whatsoever from the part of the Vendors AND the Vendors shall at all times indemnify and keep indemnified the demised property and save harmless the Vendee/s against all claims or demands whatsoever in respect of the demised property hereby sold and conveyed and made good to the purchaser/ s/vendee/s all costs, expenses, leases he may be put to or obliged to incur or suffer by reasons of any defect or deficiency in the title of the Vendors, the Vendors undertake to ratify all or any of such defect or mistake at the cost and instance of the vendee/s and the vendee/s shall have the absolute and exclusive right with full power and authority to enjoy the schedule demised property/ "B" scheduled property in the manner aforesaid.



**THE PURCHASER/S/VENDEE/S DO/DOTH HEREBY COVENANT WITH THE VENDORS AS FOLLOWS:**

1. The Vendee/s shall henceforth peaceably and quietly hold, possess, enjoy, the rents and profits derivable from and out of the sale-property without any legal hindrance interruption or disturbance from the Vendors or any person or persons claiming through or under the Vendors and without any lawful let, hindrance, interruption or disturbance by any other person or persons whom-so-ever.

2. The Vendee/s/Purchaser/s shall not use the flat for any purpose whatsoever other than residence for which the same has been agreed and shall not undertake addition or alteration in the outside of the construction in the said **Flat** including adjoining terrace without written permission from other flat Owner'/flat owner's association and concerned authorities and shall not use the flat in such a manner as may cause nuisance or annoyance to the occupiers of any other **Flat** in the building or for any illegal or immoral purpose.

3. The Vendee/s shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, rages or other refuse or permit the same to be thrown, or allow the same to be accumulated in the property agreed to be sold or in the compound lobby areas stair cases or any other portion of the apartment.

4. The Vendee/s shall at his/her/their own costs charges and expenses maintain and keep the interior of the said flat and every part thereof and the doors and windows etc. thereof in clean and sanitary condition and at his/her own costs from time to time or cause to be done white washing distemping and/or maintaining of the same. The Vendee/s /Purchaser/s shall also pay the proportionate costs and expenses for maintaining repairing the outer face of the

Contd...11



(11)

building and/or any fittings and fixtures and replacement of any fixtures or fittings or component or accessories of the building and for white washing or colouring of the outer portion of the building.

**5.** The Vendee/s/Purchaser shall at his/her/their own costs, charges and expenses make alterations or improvements to his/her said flat without making or causing any damages to the common wall or portion of the said building and affecting the rights of the other purchaser/s or co-owners. In effecting such additions no brick-built structures of any kind whatsoever can be made, in the outside of the constructed Premises being Schedule "B" hereunder.

**6.** The Vendee/s/Purchaser/s shall pay the electricity duties and charges in respect of the units so consumed by him/her/their punctually.

**7.** The Vendee/s/Purchaser/s alongwith the other co-owners or flat owners shall form an association under the prevailing laws of the land and shall abide by the rules, regulations and bylaws of the said Association.

**8.** In the event of the said building being substantially damaged necessitating reconstruction or material addition, alteration renovations and replacements, the vendee/s/purchaser/s shall be entitled to reconstruct or repair or renovation or replace or make additions and alterations in proportion to the areas of the building and undivided proportionate interest in the land of the said property jointly with other flat owners.

**9.** Words in this indenture importing singular shall include plural and vice-versa.

**10.** Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

(12)

**SCHEDULE "A" ABOVE REFERRED TO**  
**(Description of the entire property)**

**ALL THAT** the piece and parcel of land measuring an area **5Cottahs 8Chittaks** of land classified as "**BASTU**", lying and situate, within **Mouza: Osmanpur**, J.L. No. 13, Re.Su. 42, Touzi No. 172, comprised and contained in C.S. Dag No. 519, corresponding to **R.S. & L.R. Dag Nos. 1117**, under C.S. Khatian No. 20, Corresponding to R.S. Khatian No. 1218, Corresponding to L.R. Khatian Nos. 1964 (in the name of Amalendu Biswas), 1974 (in the name of Bimalendu Biswas) & 1975 (in the name of Utpalendu Biswas), P.S. Khardah, A.D.S.R.O. Sodepur, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, Dist. North 24 Parganas, within the local limits of Panihati Municipality bearing Holding No. 238 R.N.Tagore Road, under Ward No. 25, P.O. Agarpara, Dist.: North 24 Parganas, Kolkata-700109, on which the Multistoried building (G+4) namely "**USHA MANSION**" has been constructed.

**BUTTED AND BOUNDED BY**

On the North : 6ft. Wide R.N.Tagore Road bye lane.  
On the South : 25ft. Wide R.N.Tagore Road.  
On the East : 7ft. Wide R.N.Tagore Road bye lane.  
On the West : House of Uttam Roy & Swapan Das.

**SCHEDULE "B" ABOVE REFERRED TO**  
**(Description of the Flat)**

**ALL THAT** a self contained residential **Flat, being No. "....."**, on the ..... **Floor, ..... Facing** covering a super builtup area ..... **Sq.ft.** (inclusive of all service area) consisting of ..... Bed Room, ..... Dining-



(13)

cum-Drawing Room, ..... Kitchen, ..... Toilet, ..... W.C. and ..... Verandah/Balcony with **Floor Tiles** Flooring within the building "**USHA MANSION**" (G+4) into out of and over the "A" Schedule property alongwith the half of thickness joist and common partition wall and common service area and facilities with right and easements all terrace, overhead reservoir, septic tank, plumbing, stair cases, Lift, Roof of the Building, passages, sewers, etc. TOGETHERWITH undivided proportionate share of land in the "A" Schedule etc. AND ALSO right for enjoying common facilities as mentioned in the Schedule "C".

**BUTTED AND BOUNDED**

ON THE NORTH:

ON THE SOUTH:

ON THE EAST :

ON THE WEST :

Which is vividly shown and delineated in the Plan annexed hereto and boundary line marked by coloured **RED**. The said plan will be treated as a part of this Deed of Conveyance.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**PART - I, COMMON AREAS**

1. The foundation, columns, beams, support, corridors, lobbies, landings, entrance and exists for the said flat.
2. Main gate, all open space, Electrical Main line meter & meter room, common submersible pump and Plumbing installations, water pump, Drainage sewers and rain water pipes, septic Tank, underground reservoir & overhead tank.
3. Common Stair and lobbies, Lift & Lift room, corridors, top floor roof.
4. Such other common parts, areas, equipments, installations, fixtures fittings in or about the said building as are necessary of the building and common areas.

(14)

**Part - II**

**COMMON EXPENSES TO BE BORNE BY THE  
PURCHASERS AND OTHER FLAT OWNERS ON  
PRO-RATA BASIS.**

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors and other appliances and passages in or under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing, staircase of the building enjoyed by the purchaser or used by his/her/their in common as aforesaid and the boundary walls of the building, compound, terraces etc.
2. Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, save those separately assessed for flat.
6. Premium for insurance of the building .
7. Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
8. The office expenses incurred of maintaining the office for common purpose.

Contd...15



(15)

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands hereunto without any provocation in sound state of health and mind out of their own accord on this the day, month and year first written above.

SIGNED AND DELIVERED

in presence of following

**WITNESSES:**

1.

2.

**As constituted and lawful  
Attorney of**

- 1) SRI UTPALENDU BISWAS
- 2) SRI AMALENDU BISWAS
- 3) SRI BIMALENDU BISWAS

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**Signature of the Vendor/s**

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**Signature of the Developer**

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**Signature of the Purchaser/s**

(16)

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named purchaser/s/vendee/s  
the total consideration to the tune of **Rs. ....**  
**(Rupees .....)**

Only in the following manner:-

Total **Rs. ....**

In Words: **Rupees ..... Only.**

Full and final consideration with satisfaction alongwith good  
health and sound mind on this the day, month and year first  
written above.

SIGNED AND DELIVERED

in presence of following

**WITNESSES:**

1.

2.

\_\_\_\_\_  
**Signature of the Developer**

**DRAFTED BY:**

Alokendu Bandyopadhyay  
Advocate  
District Judges' Court, Barasat  
North 24 Parganas (W.B.)

**LASER SETTER:**

**Prasanna Paul**

*Alokendu Bandyopadhyay*  
Advocate