

DEED OF CONVEYANCE

THIS IDENTURE is made on this the day of August, Two Thousand
Twenty Three (2023)

BETWEEN

Contd....P/2

(1) SRI ARITRO GHOSH (PAN – BKMPG6538G & Aadhaar No.4530 9400 7985), son of Swapan Ghosh, by faith –Hindu, by occupation – Business, resident of 3/5, A.C. Sarkar Road, P.O. Dakshineswar, P.S. Dakshineswar previously Belghoria, Kolkata – 700076, District –North 24 Parganas, **(2) SRI BALAI DAS**, (PAN – AJCPD3621P & Aadhaar No. 7773 4123 8154) son of Late Sukumar Das, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at 34/15, A.C. Paul Street, Araidaha, Post Office – Ariadaha, Police Station – Belghoria, Kolkata – 700057, District – North 24 Parganas, **(3) SRI ASISH GHOSH**, (PAN – AJMPG0939M) son of Late Gobinda Chandra Ghosh, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at A/19, Gitanjali Park, Kumud Ghosal Road, Post Office – Ariadaha, Police Station – Belghoria, Kolkata – 700057, District – North 24 Parganas, **(4) SRI JAYANTA BANERJEE**, (PAN – ALKPB3529J) son of Late Bimalendu Banerjee, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at P-74, Sree Ramkrishna Pally, Post Office – Ariadaha, Police Station – Belghoria, Kolkata – 700057, District – North 24 Parganas, hereinafter called the **OWNERS/VENDORS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **ONE PART**.

The Owners hereinabove represented by their Constituted

Attorney namely **M/S. NIBEDITA CONSTRUCTION, (PAN - _____)** a partnership firm having its registered office at 5/3/1B, M.M. Feeder Road, P.O. Ariadaha, P.S. Belghoria, Kolkata - 700057, represented by its Partners **(1) SRI ARITRO GHOSH (PAN - BKMPG6538G & Aadhaar No.4530 9400 7985)**, son of Swapan Ghosh, resident of 3/5, A.C. Sarkar Road, P.O. Dakshineswar, P.S. Dakshineswar previously Belghoria, Kolkata - 700076, District -North 24 Parganas, **(2) SRI BALAI DAS,** (PAN - AJCPD3621P & Aadhaar No. 7773 4123 8154) son of Late Sukumar Das, residing at 34/15, A.C. Paul Street, Araidaha, Post Office - Ariadaha, Police Station - Belghoria, Kolkata - 700057, District - North 24 Parganas, **(3) SRI ASISH GHOSH,** (PAN - AJMPG0939M) son of Late Gobinda Chandra Ghosh, residing at A/19, Gitanjali Park, Kumud Ghosal Road, Post Office - Ariadaha, Police Station - Belghoria, Kolkata - 700057, District - North 24 Parganas, **(4) SRI JAYANTA BANERJEE,** (PAN - ALKPB3529J) son of Late Bimalendu Banerjee, residing at P-74, Sree Ramkrishna Pally, Post Office - Ariadaha, Police Station - Belghoria, Kolkata - 700057, District - North 24 Parganas, by virtue of one Registered Development Power of Attorney dated _____ which was recorded in Book No. I, Volume No. _____, Pages from _____ to _____, Being No. _____ for the year 2023 which was registered in the office of _____, District - North 24 Parganas.

AND

M/S. NIBEDITA CONSTRUCTION, (PAN - _____) a partnership firm having its registered office at 5/3/1B, M.M. Feeder Road, P.O. Ariadaha, P.S. Belghoria, Kolkata - 700057, represented by its Partners **(1) SRI ARITRO GHOSH (PAN - BKMPG6538G & Aadhaar No.4530 9400 7985)**, son of Swapan Ghosh, by faith – Hindu, by occupation –Business, resident of 3/5, A.C. Sarkar Road, P.O. Dakshineswar, P.S. Dakshineswar previously Belghoria, Kolkata – 700076, District –North 24 Parganas, **(2) SRI BALAI DAS,** (PAN – AJCPD3621P & Aadhaar No. 7773 4123 8154) son of Late Sukumar Das, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at 34/15, A.C. Paul Street, Araidaha, Post Office – Ariadaha, Police Station – Belghoria, Kolkata – 700057, District – North 24 Parganas, **(3) SRI ASISH GHOSH,** (PAN – AJMPG0939M) son of Late Gobinda Chandra Ghosh, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at A/19, Gitanjali Park, Kumud Ghosal Road, Post Office – Ariadaha, Police Station – Belghoria, Kolkata – 700057, District – North 24 Parganas, **(4) SRI JAYANTA BANERJEE,** (PAN – ALKPB3529J) son of Late Bimalendu Banerjee, by faith – Hindu, by occupation – Business, Nationality – Indian, residing at P-74, Sree Ramkrishna Pally, Post Office – Ariadaha, Police Station – Belghoria, Kolkata – 700057, District – North 24 Parganas, hereinafter called the **DEVELOPER/CONFIRMING PARTY** (which expression

shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, heirs executors, administrators and legal representatives) of the **SECOND PART..**

AND

1) (PAN : & Aadhaar No.), S/D/W of , by faith – , by occupation – , 2) (PAN : & Aadhaar No.), S/D/W of , by faith – , by occupation – , both are residing , P.O. , P.S. – , Kolkata – , hereinafter jointly called and referred to as the **INTENDING PURCHASER/S** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, legal representatives, administrators and assigns) of the **THIRD PART.**

WHEREAS At all material times one Debi Gupta since deceased was absolutely send and possessed of or otherwise well and sufficiently entitled to ALL THAT land and hereditatment situated at Mouza – Dakshineswar, P.S. Belghoria previously Baranagar (presently Dakshineswar), District 24 Parganas (North), J.L. No 4, R.S. No 1, Touzi No 63, 163, 166, 168, 222, comprised in R.S. Khatian No. 756, R.S. Dag Nos 1133, 1134 and containing by estimation an area

of 1 Cotah 15 Chittaks lying and situated at Premises no. 21, D.D. Mondalghat Road, Kolkata – 700076 more or less hereinafter referred to as THE SAID LAND.

AND WHEREAS the said Debi Gupta died intestate on 19.03.2007 leaving him surviving his two married daughters namely Smt. Minakshi Gupta and Smt. Tamasree Mukherjee, as her only legal heirs and heiresses under the Hindu Law of Succession who by jointly inheritance became entitled to and/or possessed of all the assets and estates left behind by the said Debi Gupta including the said land situate and lying at Mouza - Dakshineswar as the full and absolute owner each of them having all undivided $\frac{1}{2}$ part or share therein.

AND WHEREAS Owing to certain disputes and differences having arisen amongst the heirs of the said Debi Gupta deceased, we jointly executed Registered Settlement Deed on 01.01.2008 in the office of Additional Registrar of Assurances – II, Kolkata which was recorded in Book No. I, CD Volume NO. 3, Pages from 2243 to 2256, being NO. 12996 for the year 2010.

AND WHEREAS thereafter by virtue of a Deed of Conveyance dated 24.03.2021 the erstwhile Vendor Smt. Minakshi Gupta and Smt. Tamasri Mukherjee, jointly and sold, transferred and conveyed **ALL THAT** piece and parcel of bastu land measuring about 1 Cottah 15 Chittaks together with 600 Sq.ft. structure standing thereon under

Mouza – Dakshineswar, J.L. No. 4, R.S. No 1, Touzi No 63, 163, 166, 168, 222, comprised in R.S. Khatian No. 756, R.S. Dag Nos 1133, 1134, lying and situated at Municipal Premises NO. 21, D.D. Mondalghat Road, Kolkata – 700076 being Municipal Holding No. 876, 876/2 of Kamarhati Municipality unto and in favour of 1) Jayanta Banerjee, son of Late Bimalendu Banerjee, 2) Sri Balai Das, son of Late Sukumar Das, 3) Sri Asish Ghosh, son of Late Gobinda Chandra Das, the Purchaser therein of the Other Part and Owner/Vendor herein of the One Part for a valuable consideration mentioned therein.

AND WHEREAS after obtained the said land and structure the Owner/Vendor herein exercising their right of ownership as that true Owners thereof and used to pay the rates and taxes and is in peaceful and uninterrupted possession therein.

AND WHEREAS the Shipra Guin is seized and possessed over ALL THAT piece or parcel of bastu land measuring 203 Decimals equivalent to 1 cottah 15 chittaks and 29 sfts (be the same little more or less) together with brick wall and tiled shed structure standing thereon which is situated at Mouza - Dakshineswar, P.S.- Dakshineswar previously Belghoria, District-North 24 Parganas, J.L No-4, R.S No-1, Touzi Nos 63,163,166,168 & 222 comprised in Part of R.S Dag No-1134/2357, measuring an area of bastu land 0068 Decimals and L.R Dag No-1746 and Part of R.S Dag No-1133/2356,

measuring an area of bastu land 0135 Decimals and L.R Dag No-1747, under R.S Khatian No-756, Municipal Ward No-13, Holding No-877, Premises No. 19, D.D. Mondal Ghat Road, P.O. Dakshineswar, Kolkata - 700076 under the limits of the Kamarhati Municipality.

AND WHEREAS while the present Donor Smt. Shipra Guin (Mondal) is seized and/or possessed the above said property mutated her name in the records of the Kamarhati Municipality and Govt. Shereta.

AND WHEREAS since then the Donor Smt. Shipra Guin (Mondal) has been enjoying the said bastu land together with tiled shed structure free from all encumbrances, interferences and disturbances of any other person or persons whatsoever.

AND WHEREAS by a Deed of Gift dated 09.10.2021 registered before the Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, Volume No. 1901-2022, Pages from 46802 to 46826, Being no. 190100039 for the year 2022, the said Smt. Shipra Guin alias Shipra Guin (Mondal) gifted ALL THAT piece or parcel of bastu land measuring 1 Cottah, 15 Chittaks and 29 sfts (be the same little more or less) together with brick wall and tiled shed structure standing thereon fully mentioned in the Schedule to her grandson Sri Aritra Ghosh particularly described in the Second Schedule thereunder.

AND WHEREAS in the premises the parties hereto of the Owners of their respective demarcated plots of land and the aforesaid plots are situated contiguous to each other and the parties hereto jointly intended to enjoy the said properties by themselves and for that the parties hereto have decided to amalgamate their respective plot/property by mutual exchange with a view to proper utilization /better structural development of the Said Property and/or Properties.

AND WHEREAS unless and until the parties have shared upon each other the properties cannot be amalgamated or assessed into a single plot of land/property.

AND WHEREAS the Developer/Confirming Party is also owner of the Bastu land measuring about 3 Cottahs 14 chittak 29 square feet together with the structure standing thereon comprised in R.S. Khatian No. 756, 1134/2357, being holding No. 877, being Premises No. 19, D.D. Mondal Ghat Road. It is agreed between the parties herein that the Developer will amalgamate the said two premises being holding No. 877 and 876, 876/2 D.D. Mondal Ghat Road, into one plot and cost such amalgamation will be entirely borne by the Developer and after getting new holding new holding No. the Developer will sanction a building plan on the said amalgamated land at their own cost.

AND WHEREAS Owing to their financial necessities and to meet their requirement and liabilities she entered into an Agreement for Sale in respect of the said Demised Land ON AS IS WHERE IS BASIS unto and in favour of Nivedita Construction the Confirming Parties therein inter alia, on the terms, conditions and stipulations contained therein including the right to apply for and obtain sanction of building plan in the name of the Owners pending completion of the transaction at or for a valuable consideration mentioned therein to the right of nomination and/or assignment of intent thereof being reserved unto and in favour of Nivedita Construction, the Confirming Parties therein.

AND WHEREAS the said owners herein jointly entered into a Partnership Business and they have jointly Develop under certain terms and conditions together with structures thereon consisting different number of flat according to the drawing, plan and specifications. The developer has agreed with the Owner for the construction of multistoried R.C.C. framed structure with brick built building containing number of floors on the said plot of land as per drawing, plan and specifications which will be approved and duly signed by the LBS and the Owner and in conformity with the said details of the construction under and subject to the terms and conditions by executing Registered Development Power of Attorney dated _____ which was recorded in Book No. I, Volume No. _____, Pages from _____ to _____, Being No. _____

for the year 2023 which was registered in the office of _____, District – North 24 Parganas more fully described therein. The Owner hereby declares and the Developer accepts that the said plot of land is free from all encumbrances and the Owners have the clear marketable title thereto under certain terms and conditions mentioned therein. The developer has agreed with the Owner for the construction of multistoried R.C.C. framed structure with brick built building containing number of floors on the said plot of land as per drawing, plan and specifications which will be approved and duly signed by the LBS and the Owners and in conformity with the said details of the construction under and subject to the terms and conditions by executing registered this Development Agreement alongwith Development Power of Attorney more fully described herein. The Owners hereby declares and the Developer accepts that the said plot of land is free from all encumbrances and the Owners have the clear marketable title thereto under certain terms and conditions mentioned therein.

AND WHEREAS the said Owners mutated their name before Kamarhati Municipality being Premises No. 19 & 21, D.D. Mondal Ghat Road, Police Station – Dakshineswar previously Belghoria, Kolkata - 700076, Ward No. 015 of the Kamarhati Municipality in the District of North 24 Parganas and residing peacefully thereon and paying rates and taxes regularly. The Developer started to

construction of the proposed new building in flat system for residential as well as other purposes in exchange of selling his cost of construction and his remuneration for supervision of such construction in kind of flats, garages, shops etc. in any manner whatsoever

AND WHEREAS the Purchaser/s intend to purchase and the Developer herein intend to deliver **ALL THAT** one self contained residential flat on the _____ Floor, measuring about _____ Sq.ft. more or less, consisting of _____ Bed Room/s, 1 (one) Kitchen, 1 (one) Living-cum-Dinning, _____ Bath/Privy/s, 1 (one) Balcony/Verandah, measuring physically constructed area with _____ % super built up area @Rs. _____ /- (Rupees _____) per Sq.ft. be the same a little more or less including proportionate share of stair case, be the same a little more or less including proportionate share of stair case, lift, lobby, all other open area lying and situated lying and situate at Premises No. 19, D.D. Mondal Ghat Road, Police Station – Dakshineswar previously Belghoria, Kolkata - 700076, Ward No. 15 of the Kamarhati Municipality in the District of North 24 Parganas at or for the cost consideration amount of **Rs. _____ /- (Rupees _____) only** on the _____ Floor, morefully and particularly described in the **SECOND SCHEDULE** hereunder written hereinafter called and referred to as the ‘Said Property’ and the

measurement of the Flat is variable and it will be finally determined after the completion in all respect of the schedule mentioned Flat.

AND WHEREAS in view of what is stated hereinabove the Developer/Confirming Party has agreed to sell and transfer this newly constructed self contained flat and the said Purchasers have agreed to purchase **ALL THAT** one self contained residential flat on the _____ Floor, measuring about _____ Sq.ft. more or less, consisting of _____ Bed Room/s, 1 (one) Kitchen, 1 (one) Living-cum-Dinning, _____ Bath/Privy/s, 1 (one) Balcony/Verandah lying and situated at Premises No. 19, D.D. Mondal Ghat Road, Police Station – Dakshineswar previously Belghoria, Kolkata - 700076, Ward No. 15 of the Kamarhati Municipality in the District of North 24 Parganas from their allocation at or the total consideration of Rs. _____ /- (Rupees _____) only free from all encumbrances and subject to covenants, stipulations, restrictions, terms and conditions hereunder.

AND WHEREAS after being satisfied about the title of land and building plan duly drawn by the Architect of the Developer and construction of the building on the land of First Schedule property has approached the Vendors/Developer for purchase of **ALL THAT** one self contained residential Flat on the _____ Floor, measuring _____ Sq.ft. super built up area which is mentioned here under in the Schedule "B" together with undivided impartibly

proportionate share of land including all common facilities and amenities of the said building which is under construction at total consideration Rs. _____/- (Rupees _____) only and the Developer has agreed to sell and Purchaser/s have agreed to purchase the said Flat on the _____ Floor of the building, which is more fully and particularly mentioned in the Schedule 'B' hereunder written as per several terms and conditions written hereunder.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows:

That in pursuance of the said agreement and in consideration of the said sum of **Rs. _____/- (Rupees _____) only** paid by the Purchaser/s to the Vendors/Developer herein, the receipt whereof the Vendors/Developer acknowledges the same as per the Memo of Consideration written hereunder and the Vendors/Developer do hereby grant, convey, transfer, assign unto the purchasers free from all encumbrance **ALL THAT** One self contained residential flat on the _____ Floor (_____ flooring), measuring _____ **Sq.ft.** super built up area consisting of _____ Bed Room/s, 1 (one) Kitchen, 1 (one) Living-cum-Dinning, _____ Bath/Privy/s, 1 (one) Balcony/Verandah, be the same a little more or less including proportionate share of stair case, lift, lobby, all other open area lying and situated lying and situate at Mouza - Dakshineswar, Police Station - Dakshineswar previously Belghoria, District - 24 Parganas (North) comprised in JL Na 4. R.S. Dag Nos. 1133, 1134, lying and situated at Municipal Premises No.

19, D.D. Mondalghat Road, Kolkata – 700076 being Municipal Holding No. 876, 876/2 of Kamarhati Municipality (hereinafter referred to as the "the said Flat") as more fully and particularly described in the Schedule 'B' hereunder written with right to use and enjoy common areas attached thereon together with the undivided absolute ownership of the proportionate impartible area of the land, messuage, hereditament and premises as aforesaid mentioned and as also described in the **FIRST SCHEDULE** hereunder written And also together with right and liberties and rights of support and easements and appurtenances and right of egress and ingress and common user as more fully set forth and described in the Schedule hereunder written **OR HOWSOEVER OTHERWISE** the said Flat called, known, numbered, described and distinguished **TOGETHER WITH** proportionate rights in fixtures, sewerage, drains, ways, paths, passages, fences, walls, easements, appurtenances whatsoever to the said flat and the said property belonging to or in anywise appertaining or usually held or enjoyed therewith so belong or be appurtenance thereto and all estate, right, title and interest and claims and demand whatsoever of the Vendors/Developer **TOGETHER WITH** all deeds, pattas and muniments of title whatsoever exclusively relating to or concerning the said flat or any parts thereof which now are or hereafter shall or may be in the possession, power, control of the Vendors/Developer or any other person or persons from whom they or any of them may pressure the same without any action or suit **TO**

HAVE AND TO HOLD the said Flat **TOGETHER WITH** undivided proportionate impartible share in the said land hereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchasers absolutely and forever subject to the covenants and conditions including respective, rights, duties and obligations to be enjoyed, performed and carried out by the Purchasers as contained in the Schedule or right and duties set forth in the Schedule hereunder written which shall be deemed to be part of these premises the said Flat with the Purchaser/s that notwithstanding any acts, deed or thing by the Vendors/ Developer do executed or knowingly suffered to the contrary the Vendors/ Developer is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat together with proportionate, undivided, impartible interest in the said plot of land hereby granted, transferred or conveyed or expressed so to be and every parts thereof for perfect and indefeasible estate or inheritance without any manner or encumbrances, charges, conditions user or trust or any other thing whatsoever to alter, defect, encumbrance make void the same full power and assure the said Flat with vacant possession as per agreement together with the other appurtenance thereto and together with impartible proportionate share in the land underneath in the **FIRST SCHEDULE** property hereby granted, transferred or conveyed or expressed to be unto and to the use of the Purchasers in the manner aforesaid peaceably and quietly hold, possess and enjoy the said Flat

with all property right to transfer the said flat by way of sale, gift, mortgage, lease out, rent out whatsoever together with other appurtenance thereto and receive the rents, issues and profit thereof without any lawful eviction, interruptions, claim or demand whatsoever from or by the Vendors/Developer or any person or persons lawfully or equitable claiming from under or in trust for the Vendors/Developer and that clearly and freely and absolutely, exonerated, discharged, saved, indemnified against all estate, rights and encumbrances erected by the Vendors/Developer or any person lawfully or from under or in trust for the Vendors/Developer and all person or persons having lawfully or equitably claiming any estate or interest in the said Flat on the said land or any of them or any part thereof from under or interest for the Vendors/Developer shall and will from time to time and at all times hereafter at his request and cost of the Purchaser/s do and executed or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring and the said flat and every part thereof and also the undivided proportionate impartiable share in the land unto and to the use of the Purchasers absolute required and that the Purchasers shall pay proportionate share of rent and taxes of the said flat to the Government of West Bengal and local authority along with other owners.

THE FIRST SCHEDULE OF THE PROPERTY
(Description of the entire land & building)

ALL THAT the piece and parcel of land measuring about 3 Cottahs 14 Chittak 29 square feet together with newly constructed multistoried building standing thereon lying and situate at Mouza - Dakshineswar, Police Station - Dakshineswar previously Belghoria, District - 24 Parganas (North) comprised in JL Na 4. R.S. Dag Nos. 1133, 1134, lying and situated at Municipal Premises No. 19, D.D. Mondalghat Road, Kolkata – 700076 being Municipal Holding No. 876, 876/2 of Kamarhati Municipality and the premises is butted and bounded in the manner following;

ON THE NORTH BY : HP of Krishnadhan Guin.
ON THE SOUTH BY : 6’ft. Common Passage.
ON THE EAST BY : DD Mondal Ghat Road,
ON THE WEST BY : HP of Swapan Chatterjee

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT)

ALL THAT _____ Floor, measuring about _____ Sq.ft. more or less, measuring physically constructed area with _____ % super built up area @Rs. _____ /- (Rupees _____) per Sq.ft. be the same a little more or less including proportionate share of stair case, lying and situated at Premises No. 19, D.D. Mondal Ghat Road, Police Station – Dakshineswar previously Belghoria, Kolkata - 700076, Ward No. 015 of the Kamarhati Municipality in the District of North 24 Parganas, together with proportionate undivided, un-demarcated, un-partitioned share in the land on which the building has been erected

and constructed together with the rights in the common areas and common facilities in the premises i.e. land of the premises, main structure, main entrance, sanitary privy, drainage, water supply system, electricity, stair case with landing, top roof.

THE THIRD SCHEDULE ABOVE REFERRED TO :
(Common rights and facilities)

Stair case, common passages water lines electricity main lines and its wiring land and boundary wall fixtures and fittings vacant spaces, roof, main gate and entrance and proportionate land pump and motor water reservoir and water tank.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Common rights and facilities)

1. Drains, sewers and pipes from the building to the Corporation duct.
2. Integrated brick walls in the stair case and landings.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical wiring fittings and other accessories for lighting the stair case and other common areas.
5. Water sewers evacuation pipes from the units to drains and swears common to the buildings.
6. Main gate to the premises and the building.

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

SIGNED SEALED & DELIVERED

by the Parties at Kolkata in the presence of **WITNESSES :**

1.

2.

[Signature of the Owners/ Vendors]
represented by their Constituted Attorney

***[Signature of the Developer /
Confirming Party]***
Represented by its Partners

Drafted by :

[Signature of the Purchaser/s]

Arindam Banerjee
Advocate
High Court, Calcutta..

RECEIVED of and from the withinnamed Purchaser/s the within mentioned sum of **Rs. _____/- (Rupees _____)** **Only** being the full consideration money as per memo below :-
 _____/-

Rs.

MEMO OF CONSIDERATION

Dated	Particulars Bank & Branch	Amount (Rs.)
Total : Rs.		_____/-

(Rupees _____) only.

WITNESSES :-

1.

**[Signature of the Developer /
 Confirming Party]**
Represented by its Partners

2.