

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE            DAY OF            TWO THOUSAND AND TWENTY THREE (2023) ;**

**BETWEEN**

**LARICA ESTATES LIMITED (PAN AAACL5431P)**, a Company within the meaning of the Companies Act, 2013 and having its registered office at 7 Red Cross Place, 4<sup>th</sup> Floor, Post Office- GPO, Police Station- Hare Street, Kolkata-700001, represented by one of its Director and authorized signatory **Sri Satish Chandra Lakhota (PAN ABAPL2094A) (Aadhar No.9784 1472 8282)**, son of Sri R.N. Lakhota, hereinafter called and referred to as the **OWNER/VENDOR** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors or successors-in-interest and assigns) of the **FIRST PART.**

**AND**

**BHAWANI URBAN HOUSING DEVELOPMENT PVT LTD (PAN AAJCB5411G)**, a Company within the meaning of the Companies Act, 2013 and having its registered office at 829/A, Lake Town, Block-A, Post Office-....., Police Station- Lake town, represented by one of its Director and authorised signatory **ShriRaunakJhujhunwala (PAN AEYPJ0495G), (Aadhar No.2329 8128 4549)**, son of Sri SushilJhunjhunwala, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at JJ House, Block-A, 829/A, Lake Town, Post Office-....., Police Station- ....., Kolkata-700089, hereinafter called and referred to as the **DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors or successors-in-interest and assigns) of the **SECOND PART.**

**AND**

.....(**PAN .....**) hereinafter called and referred to as the **PURCHASER/S**(which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, representatives and assigns) of the **OTHER PART.**

**WHEREAS :**

**Premises No.2, Mitrapara Lane, Konnagar, District- Hooghly, Police Station- Uttarpara.**

- A)** By virtue of a Deed of Conveyance dated 11<sup>th</sup> October, 1939 being Deed No.3395 of 1939 registered with Registrar of Assurances, Calcutta one Pulin Krishna Roy purchased and acquired "ALL THAT a piece and parcel of garden land measuring 12 Bigha 3 Cottah 12 Chittack and 22 Sq.ft. lying and situated and being Premises No.2, Mitrapara Lane, District- Hooghly, Police Station- Uttarpara (parent land) from Jaminy Prakash Ganguly and Isha Prakash Ganguly against consideration and absolutely and forever.
- B)** While seized and possessed of the said Pulin Krishna Roy mutated his name with the then statutory authority and upon expiry of lease of M/s. D. Waldie & Company the said premises was further let out to M/s Gillander Arbuthot & Company Ltd in the year August, 1942.

- C)** The said Pulin Krishna Roy died intestate on and around April, 1964 leaving behind his wife Gouri Bala Roy and only son Pradip Kumar Roy as his only legal heirs who jointly succeeded and inherited the said property of Pulin Krishna Roy, since deceased.
- D)** Due to efflux of time, one of the joint owners Gouri Bala Roy died leaving behind her last Will and Testament dated 06.01.1969, being Deed No.2 of 1969 registered before the Registrar of Assurances, Calcutta and recorded in Book No.3, Volume No.1, Pages 93-00, being Deed No.2 of 1969 thereby bequeathing her share and interest in the above mentioned property in favour of her grandsons namely Pranab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy. The said Will and Testament dated 06.01.1969 was probated on 25.06.1980 granted by 10<sup>th</sup> Additional District Judge, Alipore Court in Case No.4/80 on 25<sup>th</sup> June, 1980.
- E)** Thus Pradip Kumar Roy, Pranab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy and Pinaki Kumar Roy became joint owners of the said property.
- F)** By a Deed of Conveyance dated 19<sup>th</sup> May, 2007 being Deed No.592 of 2008, registered with ARA-III, Kolkata, the said owners Pranab Kumar Roy, Prabir Kumar Roy, Prasanta Kumar Roy, Pinaki Kumar Roy and Pradip Kumar Roy sold, transferred and conveyed 2.979 acres equivalent to 9 Bighas land more or less (out of the said parent land) butted and bounded together with the structure standing thereupon lying situate and being Premises No.2, Mitrapara Lane, Konnagar, District- Hooghly, unto and in favour of M/s Larica Estates Limited against consideration and absolutely and forever.
- G)** Upon such purchase the said owner M/s. Larica Estates Limited obtained vacant and khas possession of the said property after releasing the existing tenant.

**Premises No.1, Mitrapara Lane, Sistrict Hooghly, Police Station- Uttarpara.**

- H)** One Haward, the proprietor H.G. Refinery Company, by a Deed of Conveyance dated 25.05.1961, being Deed No.2483 of 1961, sold and transferred " All That piece and parcel of land containing an area of 01 Bigha 17 Cottah 8 Chittack and 31 Sq.ft. more or less (as per settlement record .62 acres) together with building, structures, offices, outhouses, works shops and other erection, erected and constructed thereupon or part thereof comprised in Dag No.8086 under Khatian No.2096, MouzaKonnagar, lying or situate at and being Municipal Holding No.1, Mitrapara Lane, Police Station- Serampore, District- Hooghly, Konnagar Municipality" unto and in favour of M/s. HawyardWaldie Refinery Ltd., free from all encumbrances whatsoever against consideration and absolutely and forever.
- I)** While seized and possessed of the said M/s. HawyardWaldie Refinery Ltd., was amalgamated/merged with a company namely M/s. GillanderArbuthot& Company Ltd., and the assets of the said company M/s. HawyardWaldie Refinery Ltd., including the said property, by virtue of an order dated 13.09.1976 passed in C.P. No.484 of 1976 by the Hon'ble High Court at Calcutta, vested with the said M/s. GillanderArbuthot& Company Ltd.,
- J)** M/s. GillanderArbuthot& Company Ltd was the absolute owner and/or was seized and possessed of All That piece and parcel of land containing an area of 01 Bigha 17 Cottah 08 Chittack and 31 Sq.ft. more or less (as per settlement record .62 acres) together with building, structures, offices, outhouses, works shops and other erection, erected and constructed thereupon or part thereof comprised in Dag No.8086 under Khatian No.2096, Mouza – Konnagar lying or situate at and being Municipal Holding No.1, Mirpara Lane, Police

Station- Serampore, District- Hooghly, Konnagar Municipality" and while seized and possessed of by a Deed of Conveyance dated 23<sup>rd</sup> August, 2005 registered with ARA-III, Kolkata being Deed NO.382 of 2005 duly sold, transferred and conveyed the said property and in favour of M/s. Shloke Properties & Investments Pvt Ltd., free from all encumbrances whatsoever against consideration and absolutely and forever.

- K)** Thus, M/s. Shloke Properties & Investments Pvt Ltd., became owner of the said property and by a Deed of Conveyance dated 24<sup>th</sup> February, 2011 registered with ARA-III, Kolkata, being Deed No.292 of 2011 duly sold, transferred and conveyed the said property unto and in favour of M/s Larica Estates Limited, free from all encumbrances whatsoever against consideration and absolute and forever.
- L)** Thus, the said M/s. Larica Estates Limited, became an owner and/or is absolutely seized and possessed of the said property being Premises No.1, Mirpara Lane, Konnagar, comprising of 1 Bigha 17 Cottah 8 Chittacks 31 Sq.ft. of land with structure thereupon.

**Premises No.63/A, G.T.Road €, Konnagar, District- Hooghly, Police Station- Uttarpara.**

- M)** By virtue of a Bengali Deed of Partition dated 17.01.1956, being Deed No.217 of 1956, one JatindraNathChattopadhyay became an absolute owner and/or was seized and possessed of All That the piece and parcel of land containing an area of 09 Cottah 12 Chittacks 35 Sq.ft. more or less used for cultivation of fishing comprised in Dag No.8089 under Khatian No.2982, Mouza-Konnagar, Police Station- Serampore, District- Hooghly, Konnagar Municipality" and while seized and possessed of by a Deed of Settlement dated 17<sup>th</sup> January, 1964 being Deed No.196 of 1964, settled the said property unto and in favour of his four sons namely HariNathChattopadhyay, Raghu NathChattopadhyay, ShambhuNathChattopadhyay and ShibNathChattopadhyay, keeping life interest in the said property for himself and his wife Annapurna Chattopadhyay.
- N)** The said JatindraNathChattopadhyay died in the year 1966, and his wife on 31.12.1971 and upon their death, the said property devolved upon the said four sons in equal proportion.
- O)** One of his son HariNathChattopadhyay by a registered Kobala dated 12.06.1972 being Deed No.2813 of 1972 sold, transferred and conveyed his 1/4<sup>th</sup> share or interest in the said property unto and in favour of ShambhuNathChattopadhyay.
- P)** By a registered Kobala dated 16.01.1996, being Deed No.142 of 1996, the said ShambhuNathChattopadhyay sold, transferred and conveyed a portion of his share or interest in the said property measuring more or less 01 Cottah 02 Chittacks and 09 Sq.ft. comprised in Dag No.8089 unto and in favour of Raghu NathChattopadhyay and ShibNathChattopadhyay and retained the remaining portion measuring 03 Cottah 11 Chittacks 25 Sq.ft.
- Q)** The said ShamabhuNathChattopadhyay died intestate on 24.01.1997 leaving behind his surviving wife SumitraChatterjee and two sons namely GoutamChatterjee and UttamChatterjee as his only legal heirs succeeding to the said property and while seized and possessed of, the said legal heirs by a Deed of Sale dated 08.08.1998 jointly sold, transferred and conveyed their entire share in the said property unto and in favour of Raghu NathChattopadhyay and ShibNathChattopadhyay, against consideration and absolutely and forever.

- R)** Thus, Raghu Nath Chattopadhyay and Shib Nath Chattopadhyay became absolutely seized and possessed of the entire property and by a Deed of Conveyance dated 13.03.2007, being Deed No.2300 of 2007, duly sold, transferred and conveyed their entire share in the said property unto and in favour of M/s Shloke Properties & Investments Pvt Ltd., free from all encumbrances whatsoever against consideration and absolutely and forever.
- S)** Thus, M/s. Shloke Properties & Investments Pvt Ltd., became owner of the said property and by a Deed of Conveyance dated 24<sup>th</sup> February, 2011 registered with ARA-III, Kolkata and being Deed No.291 of 2011 duly sold, transferred and conveyed the said property and in favour of M/s Larica Estates Limited, free from all encumbrances whatsoever against consideration and absolutely and forever.
- T)** By the aforesaid transactions, the said owner herein M/s Larica Estates Limited has become an absolute owner and/or is seized and possessed of entire contiguous land duly butted and bounded and measuring 11 Bighas 7 Cottahs 5 Chittacks 11 Sq.ft. lying situate and being Premises No. 1 & 2, Mitrapara Lane, Konnagar and 63/A, G.T. Road, Konnagar, Police Station- Uttarpara, District- Hooghly, Mouza- Konnagar, J.L. No.7, comprising in full or part Dag Nos. 13816, 13817, 13818, 13823, 13824, 12827 and 13828.
- U)** While seized and possessed of the said owner M/s Larica Estates Limited mutated its name with appropriate authorities in respect of the above plots of land and were allotted new khatian numbers.
- V)** On August, 2011, it came to the knowledge of the owner herein from West Bengal Heritage Commission that the structure standing thereupon at Premises No.2, Mirpara Lane, Konnagar is related to Master Artist Abanindranath Tagore and on 23<sup>rd</sup> May, 2012 the said West Bengal Heritage Commission informed the owner that construction over the said premises could be permitted subject to compliance of the terms and conditions as mentioned therein and the owner by its letter dated 24<sup>th</sup> May, 2012 accepted the terms and conditions and upon such acceptance West Bengal Heritage Commission by its Letter dated 12<sup>th</sup> July, 2012 permitted the owner herein to take up real estate project on the said vacant land subject to compliance of the terms and conditions.
- W)** On 07.01.2019 by a representation to the Konnagar Municipality the owner expressed its desire to consume permitted sanctioned area (FAR) of composite Premises of 1 & 2, Mirpara Lane, with 63/A, G.T. Road, by construction of multistoried buildings at the land of **Lot-A** admeasuring an area of 3 Bigha 10 Chittack 39 Sq.ft. and the land of **Lot-B**, admeasuring 8 Bighas 6 Cottahs 9 Chittack 17 Sq.ft. be the same a little more or less together with the pucca structure will be gifted to Konnagar Municipality.
- X)** In continuance to such arrangement and such division, Konnagar Municipality by its letter dated 31<sup>st</sup> January, 2019, accepted the proposal of the owner herein thereby permitting to consume sanctioned area (FAR) of the composite Premises Nos. 1 & 2, Mirpara Lane and 63/A, G.T. Road, Konnagar, Hooghly by construction of multistoried building/s, complex on the land "Lot-A" admeasuring an area of 3 Bighas 10 Chittacks 39 Sq.ft. and in lieu of such permitted construction memory of the Master Artist Abanindranath Tagore could be maintained on the land "Lot-B". Such arrangement was confirmed and accepted by the owner herein by its letter dated 31<sup>st</sup> January, 2019.

- Y)** In furtherance of such arrangement, duly concurred accepted consented confirmed and permitted by Konnagar Municipality, the owner herein by a Deed of Gift dated 5<sup>th</sup> March, 2019 being Deed No.842 of 2019 executed between the owner herein M/s Larica Estates Limited, being the Donor therein and Konnagar Municipality being the Donee therein, the donor out of respect towards Master Artist Abanindranath Tagore demised and gifted All That piece and parcel of land admeasuring 8 Bigha 6 Cottah 9 Chittacks 17 Sq.ft. more or less together with a pucca structure standing thereon lying and situate and being composite Premises being Premises Nos. 1 & 2, Mirpara Road and 63/A, G.T. Road, Konnagar, Police Station- Uttarpara, District- Hooghly, comprised in full or part Dag Nos. 13816, 13817, 13818, 13823, 13824, 13827 and 13828 under Mouza- Konnagar, Ward No.15, Konnagar Municipality (being Lot-B). The said Konnagar Municipality is now being seized and possessed of the demised land and dealing with the said plot of land solely. All liabilities, for development and maintenance of the said demised land is being exclusively borne by the said done.
- Z)** After the transfer and demise of the above Lot-B, the owner herein is now seized and/or possessed of remaining land, out of the composite premises duly butted bounded demarcated distinct and separately identifiable and marked as Lot-A being "All That piece and parcel of land measuring more or less 1 Acre 8 Decimal equivalent to 3 Bighas 10 Chittacks 39 Sq.ft. comprised in Dag No. 13816 (as per plot information by WBUDMA and Parcha) under Khatian No.17699 (New) being Premises No.63/A, G.T. Road (E), Konnagar, Hooghly (Lot-A) (hereinafter referred to as the "**said premises**") and morefully described in SCHEDULE written hereunder) and upon being seized and possessed of applied for sanction of a plan for construction over the said land (Lot-A) and to such application, the Chairman, Konnagar Municipality by his letter dated 2<sup>nd</sup> August, 2019 approved the applied plan for construction over the said land being Lot-A. It has been further declared that the Lot-A premises, where the proposed construction would take place, after amalgamation, would be known as Premises No.63/A, G.T. Road, Konnagar, Hooghly.
- AA)** Be it recorded here that as per the Parcha and Plot Information the said Premises No.63/A, G.T. Road, Konnagar, Hooghly is comprised of 3 Bigha 00 Cottah 10 Chittacks and 39 Sq.ft. (1.080 Acres) comprised in single Dag No.13816, Khatian No.17699 but as per the sanctioned plan and assessment roll issued by Konnagar Municipality the said premises is comprised in L.R. Plot Nos. 13816, 13817, 13827 and 13828, Khatian Nos. 11336, 11337, 11338 and 11334. It is also recorded in the Parcha issued by the competent authority in the name of the owner that the new Khatian No.17699 derived from the Khatian Nos. 11336, 11337, 11338 and 11334.
- BB)** In furtherance of such approval of plan CESC Ltd has also agreed to supply electricity to the said land being Premises No.63/A, G.T.Road (E ),Konnagar, Hooghly (Lot-A).
- CC)** By the above arrangements, Konnagar Municipality is now thus seized and possessed of Lot-B duly butted bounded demarcated distinct and identifiable for the purpose mentioned in the concerned gift deed and M/s. Larica Estates Limited is seized and possessed of Lot-A duly butted bounded demarcated distinct and identifiable each having absolute right and authority to deal with the and its development and maintenance etc without any interference from any corner whatsoever.
- DD)** The owner herein has confirmed and assured that the said Lot-A, being Premises No.63/A, G.T.Road (E), Konnagar, measuring 1 Acre 8 Decimal equivalent to 3 Bigha 10 Chittack 29

Sq.ft. more or less comprised in Dag No.13816 under Khatian No.17699 (New) Hooghly is absolutely free from all encumbrances mortgages charges, liens, lispens, attachments, trusts, debutters, leases, tenancies, alignment, acquisition, requisition and liabilities whatsoever or howsoever.

- EE)** The Owner has a clear and valid marketable title in respect of the said premises and is in peaceful physical and vacant possession of the same being duly butted and bounded without any claim or demand interruption disturbance or hindrance of any nature whatsoever or howsoever either by Konnagar Municipality or by any other party.
- FF)** There is no pending suit or litigation or proceeding filed by or against the said premises in any court of law.
- GG)** The Owner has not entered into any agreement for sale, lease, development, tenancy or otherwise for transfer of its rights title, interest or possession in the said premises or any part thereof nor has in any way created any third party interest over and in respect of the said premises.
- HH)** There **is no legal bar or impediment of any nature whatsoever or howsoever which may prevent the owner herein from developing the said premises for development as envisaged herein.**
- II)** The owner herein with an intention to develop the said premises and with a view of the same, contacted with the Developer herein to undertake the development of the said premises by constructing new multistoried building/s thereupon comprising of several self-contained residential flats/units/commercial spaces according to the sanctioned building plan to be duly sanctioned by the Konnagar Municipality from its own financial resources and endeavor for ultimate transfer thereof to the intending Purchaser/s on the terms and conditions as agreed herein and contained hereunder.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring more or less **1 Acre 8 Decimals** equivalent to **3 Bighas 10 Chittacks 39 Sq.ft.** comprised in **Dag No.13816** (as per plot information by WBUDMA and Parcha) under **Khatian No.17699** (new) being **Premises No.63/A, G.T. Road (E), Konnagar, Police Station- Uttarpara, District- Hooghly, Pin- 712235** (Lot-A) and butted and bounded :

ON THE NORTH : By Mirpara Lane;  
 ON THE SOUTH : By land of HabiburRahaman;  
 ON THE EAST : By gifted land of owner to Konnagar Municipality;  
 ON THE WEST : By G.T. Road ;

**Development Agreement dated 20<sup>th</sup> January, 2021 which was duly registered before the Office of Additional Registrar of Assurances-III, Kolkata and recorded in Book No.I, Volume No.1903-2021, Pages from 58671 to 58721, being No.190300787 for the year 2021.**

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the

**OWNER/VENDOR** at Kolkata in the presence of  
of  
Witnesses:

- 1.
- 2.

**SIGNED SEALED AND DELIVERED** by the  
**DEVELOPER** at Kolkata in the presence of  
Witnesses:

- 1.
- 2.

**SIGNED SEALED AND DELIVERED** by the  
**PURCHASER/S** at Kolkata in the presence of :  
Witnesses:

- 1.
- 2.

**RECEIVED** from the within named Purchaser/s the within mentioned sum of **Rs...../-**  
**(Rupees .....)** **only** by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

DATE	CHEQUE NO	BANK.	CHEQUE AMT. (in Rs)
		<b>TOTAL</b>	...../-

(Rupees

.....) only

**OWNER/VENDOR**