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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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05/07/2019
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Anil Kumar
CA 135 for

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this documents

District Sub-Register
Howrah
District Sub-Registrar
Howrah

31 JUL 2019

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the 31st day of July

Two Thousand Nineteen (2019)

BETWEEN

M/S. SAKSHI GANGA REALTORS PRIVATE LIMITED (PAN – AABCO1179N)

(formerly known as M/S Orient Dealcom Private Limited), a private limited company duly registered within the provisions of the companies Act,1956 and having its registered Office at premises No. 7A, Rani Rashmoni Road, Post office – Taltala, Police Station-New Market, Kolkata-700013, District-Kolkata represented by its **Director. MR. NITIN CHOWDHURY (PAN – AEHPC0631E)** son of Narendra Kumar Chowdhary, by faith Hindu, by occupation Business, by Nationality Indian, residing at 50/1, Arabinda Road, P.O. Salkia, P.S. Golabari, Dist Howrah, Pin – 711106, hereinafter called and referred to as the **"VENDOR"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors-in-office, administrators, legal representatives and assigns) of the **ONE PART**.

AND

(1) SMT. BANDANA PANDEY (PAN – AIRPP4211H)wife of Sri Ajay Kumar Pandey, by faith Hindu, by occupation Service, by Nationality Indian, **(2) SRI AJAY KUMAR PANDEY (PAN – AJIPP6510H)** son of Late Sukhdeo Pandey, by faith Hindu, by occupation - Business, by Nationality Indian, both are residing at 108/4, G.T. Road (North), P.O. Salkia, P.S. Golabari, Dist Howrah, Pin -711106, hereinafter jointly called and referred to as the **"PURCHASERS"** (which term or expression shall unless excluded by or repugnant to the subject or context be

deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS it was during the year 1951 that by an Indenture of Conveyance Smt. Mishri Devi and Smt. Champa Devi, both since deceased had purchased ALL THAT piece and parcel of Premises No. 1, Srimani Bagan Lane, P.S. Golabari, District Howrah being land with structures containing by measurement 1 Bigha 17 Cottahs 11 Chittacks and 31 square feet more or less comprised in R.S. Khatian No. 156, R.S. Dag No. 308 vide sheet No. 24 more properly described as per the Schedule hereunder written from the then Vendors of the above said property upon payment of valuable consideration duly registered in the Office of Joint Sub-Registrar at Howrah vide Registry No. 57 entered in Book No. I, Volume No. 4, pages from 242 to 248, Being No. 59 of 1951.

AND WHEREAS upon registration of the Deed of Conveyance for Sale as above and upon payment of valuable consideration the right, title and interest of the above referred property were vested in Smt. Mishri Devi and Smt. Champa Devi, since deceased along with their possession over the above said property properly described as per the First Schedule hereunder written.

AND WHEREAS the names of Smt. Mishri Devi and Smt. Champa Devi were mutated on the Record of Rights maintained by the Revenue Department of the

Government of West Bengal and Parchas were issued in their favour thus authenticating their title over the above said property.

AND WHEREAS Smt. Mishri Devi and Smt. Champa Devi also mutated their names on the Assessment Records of Howrah Municipal Corporation and paid taxes in their names and the municipal Receipts were also issued.

AND WHEREAS being seized and possessed of or otherwise sufficiently entitled to ALL THAT piece and parcel of Premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah – 711106, properly described as per the First Schedule hereunder written, Smt. Mishri Devi and Smt. Champa Devi became the Joint owners in respect of the schedule property each having undivided 1/2 share thereof.

AND WHEREAS Smt. Mishri Devi had executed a Will and Testament in favour of Sri Nandalal Maheswari and Sri Manoj Kumar Mahesari in respect of her share being half of the portion of the scheduled property and the above said will was duly probated by the District Judge/Delegate at Howrah, vide Probate Case No. 90 of 1996 and the Probate was granted as on 1st day of June, 2001.

AND WHEREAS Smt. Champa Devi being the owner of half portion of undivided share in the scheduled property had executed a Deed of Assignment in favour of Ramesh Kumar Maheswari and his father Nandalal Mahesawri since deceased who

had been carrying on business under the name and style of Bardson & Co. as on 21st February, 1994.

AND WHEREAS Smt. Champa Devi expired in the year 2009 and Smt. Mishri Devi had predeceased her and therefore upon their death Sri Ramesh Kumar Maheswari, Sri Manoj Kumar Maheswari and their father Nandalal Maheswari became the legal owners and upon the death of Nandalal Mahesari, Sri Ramesh Kumar Maheswari and Manoj Kumar Mahesari the Vendors hereto became the joint owners in respect of the above referred property.

AND WHEREAS Sri Ramesh Kumar Mahesawri and Manoj Kumar Maheswari mutated their names as the Mokrari Mourashi owner in respect of the above referred property described as per the First Schedule hereunder written on the Record of Rights maintained by the Revenue Department of the Government of West Bengal and they paid Revenues or Khajana in their names in the capacity of the owners/ occupiers and obtained the Revenue Receipts in their names.

AND WHEREAS Ramesh Kumar Maheshwari, and Sri Manoj Kumar Maheshwari, Both sons of Late Nandlal Maheshwari were the joint owner of the property being All that piece of Premises No. 1, Sreemani Bagan Lane, P.S. Golabari, Howrah- 711106 being the land with structures containing by measurement 1 Bigah 17 cottahs 11 Chittacks and 31 Square feet more or less comprised in R.S Khatian No.156, R.S Dag no. 308, Vide Sheet no. 24 more properly described as per the First Schedule hereunder written and their names were recorded as the Owners

Under Section 50 of the West Bengal land reforms act and in this way the legal and absolute joint ownership of the said Ramesh Kumar Maheshwari and Sri Manoj Kumar Maheshwari remained undisputed in respect of the above referred property properly described as per the First Schedule hereunder written.

AND WHEREAS the said Ramesh Kumar Maheshwari and Sri Manoj Kumar Maheshwari were seized and possessed of as the legal and absolute owners of the above referred property being land and structures comprised in Khatian No. 156, Dag No. 308 covering an area of 1 bigha 17 Cottahs 11 Chittacks and 31 Square feet more or properly described as per First schedule hereunder written.

AND WHEREAS the said Ramesh Kumar Maheshwari and Manoj Kumar Maheshwari being the joint owners of the above referred property properly described as per schedule hereunder written required some financial outlay for the purpose of their business and as such the vendors hereto desired to dispose of their above referred property by way of sale in favour of any prospective Purchasers being free from all encumbrances and attachment against a marketable consideration.

AND WHEREAS by an Indenture of Conveyance it was on 24th day of May, 2013 the Vendor Above named M/S Sakshi Ganga Realtors Private Limited (formerly known as M/S Orient Dealcom Private Limited) purchased the above said property being premises No. 1, Sreemani Bagan Lane, P.S Golabari ,Howrah-711106 being

land and structures by virtue of Conveyance for sale bearing No.05226 registered in the office of registrar of Assurances-Kolkata on the same day duly entered in Book N.1, C.D Volume No. 10, 8677 to 8698 for the year 2013 and upon execution of the sale Deed as above and upon payment of the valuable consideration the right, title and interest in respect of the above said property properly described as per the first schedule hereunder written were parted with the previous owners namely Ramesh Kumar Maheshwari and Manoj Kumar Maheshwari and the same were vested along with possession thereof in the Vendor abovenamed M/S Orient Dealcom Pvt. Ltd. now named as M/S Sakshi Ganga Realtors (P) Ltd. Under provisions of the Transfer of Property act,1882.

AND WHEREAS the said M/S Sakshi Ganga Realtors Private Limited (Formerly known as M/S Orient Dealcom Private Limited) mutated its name on the Assessment records of Howrah Municipal Corporation and also on the record of Rights maintained by the Revenue Department of Government of West Bengal and made payment of the Municipal Taxes and also the Revenue or Khajanas in its name as the sole, legal and absolute owner of the above referred property.

AND WHEREAS the Vendor abovenamed wanted to develop the above referred property by its own funds without appointment of any Developer and applied with the Howrah Municipal Corporation for sanction of a Building plan.

AND WHEREAS upon perusal of the document to the title of the above referred property Howrah Municipal Corporation sanctioned a Building plan for

construction of a multi-storeyed buildings being B.P. No. BRC No.102/13-14 dated 07.11.2013.

AND WHEREAS being fully and legally empowered by Howrah Municipal Corporation the Vendor hereto started construction of a multi-storeyed building at the site of premises No.1, Sreemani Bagan Lane, P.S Golabari,Howrah-711106 and the construction works are going on.

AND WHEREAS the Vendor hereto is desirous of selling the flats and apartments being constructed in the said multi storied building and the prospective Purchasers are approaching the Vendor hereto for purchase of such flats and apartments for the respective Purchasers.

AND WHEREAS BANDANA PANDEY AND AJAY KUMAR PANDEY the Purchasers hereto approached the Vendor on or about **25th day of July, 2013** and they desired to purchase one flat/apartment in the above said multi storied building now known and numbered as "**Lingham Ganges**" situated on the **Third Floor** being **Block-3, Flat No.J-III** consisting of the super built up area of **1900 Square feet** at the rate of **Rs.3,100/- (Rupees Three Thousand One Hundred)Per Sq. Ft.** The total consideration being **Rs.58,90,000/- (Rupees Fifty Eight Lakh Ninety Thousand) only and Rs.2,00,000/- (Rupees Two Lakh) only for one car parking space** and the Vendor hereto agreed to sell the above said flat situated on the **Third Floor, being Block -3, Flat No. J-III**

and one car parking space on the ground floor at the above consideration and offer and acceptances meeting together constituted a contract in between the Vendor and the Purchasers.

AND WHEREAS the Purchasers abovenamed has inspected the Location of the above said **Apartment/Flat No. J-III** on the**ThirdFloor,Block-3**along with **one car parking space on the ground floor** property described as per second Schedule hereunder written and satisfied themselves about the Title Deeds, Plans and all other papers and document and have also made all necessary and relevant enquiries about the nature right, title and interest of the seller in the above said premises.

AND WHEREAS the Purchasers abovenamed through his legal advisor have inspected and satisfied himself for the title Deeds, plan and all other papers and all other papers and documents and also the self contained apartment in the above said building "**LINGHAM GANGES**" and have also made all necessary and relevant enquiries about the nature of right, title and interest of the vendor in the above said premises and became fully satisfied.

AND WHEREAS the Vendor has agreed to sell and the Purchasers have agreed to purchase and acquire **ALL THAT** piece and parcel of **Flat No. J-III, Block No. 3, ThirdFloor** of consisting of super built up area of **1900 Square Feet** surrounded by walls consisting of **Three Bed rooms, one Living-**

cum-dining, One Kitchen, Three Toilets and One Balcony and one car parking space at Premises No. 1, **SREEMANI BAGAN LANE**, P.S Golabari, Howrah-711106 morefully described as per Second schedule hereunder written, at or for a total consideration of **Rs.60,90,000/- (Rupees Sixty Lakh Ninety Thousand) only** free from all encumbrances.

NOW THIS INDENTURE WITNESSETH :

I. That in pursuance of the said agreement and in consideration of the said sum of **Rs.60,90,000/- (Rupees Sixty Lakh Ninety Thousand) only** of good and lawful money of the Union of India in hand well and truly paid by the Purchasers to the Vendor (Particulars of such payments are mentioned in the Memo of consideration hereunder written) (the receipt whereof the Vendor do hereby as well as by the Memo hereunder written admit and acknowledge) before the execution of these presents and of and from the same and every part thereof the Vendor doth hereby release and forever discharge free from all encumbrances, the said **Flat No. J-III** measuring **1900 Sq. feet** (approx super built-up) on the **Third Floor** of **Block No. 3** along with **one car parking space on the ground floor** within the Premises No. 1, **SREEMANI BAGAN LANE**, P.S Golabari, Howrah-711106, within the limits of the Howrah Municipal Corporation under Ward No. 15, morefully described in the **SCHEDULE "B"** written hereunder in as is where is condition, shown and delineated in the Map or

Plan annexed herewith and marked with **RED** colour, together with undivided proportionate share in the land at Premises No. 1, **SREEMANI BAGAN LANE**, P.S Golabari, Howrah-711106, within the limits of the Howrah Municipal Corporation under Ward No. 15, morefully and particularly described in the **SCHEDULE "A"** hereunder written and referred to as "**the said flat and car parking space**" and also together with proportionate right of the common passages, areas, facilities and amenities provided to the said premises free from all encumbrances and also with the right of user of common areas for more beneficial and use of the said flat without causing any disturbance and interference to the Vendor and/or occupiers of other portion of the said building more particularly described in the **SCHEDULE "C"** and common expenses specifically and particularly described in the **SCHEDULE "D"** written hereunder **OR HOWSOEVER OTHERWISE** the said flat now is or at any time hereinbefore was situated butted bounded called, known, numbered described and distinguished and also the ancient or other rights, liberties, privileges, easements, and appurtenances whatsoever to the said flat belonging or otherwise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right title interest use trust property claim and demand whatsoever both at law and in equity of the Vendor into upon or in respect of the said **Flat and car parking space** **TO HAVE AND TO HOLD** the same along with undivided proportionate share of land in the said premises hereby sold, granted, transferred, conveyed, assigned and assured or expressed

or intended so to be and every part thereof unto and to the use of the Purchasers absolutely and forever with easement and quasi easement rights.

2. **THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASERS**

as follows :-

- a) That notwithstanding any act, deed matter or thing done by the Vendor or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat together with the properties appurtenant or expressed intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition or trust or any other thing whatsoever, nor contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act, deed matter or thing as aforesaid the Vendor have now rightful power and absolute authority to sell, grant, transfer and convey the said flat and the proportionate undivided share or interest in the said Land and the right of user of common areas and parts and the privileges and facilities hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers.
3. That the Purchasers and their legal heirs shall and will at all times hereafter peacefully and quietly, hold, possess and enjoy the said flat as absolute

owner and the properties appurtenant thereto and receive the rents, issues and profits thereof and has right to transfer by way of sale, lease, gift, will and/or mortgage etc. without interruption claim and demand whatsoever from or by the Vendor or from any person or persons lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust for the Vendor.

4. That the Vendor and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said flat or any part thereof or from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do execute or cause to be done or executed all Such acts, deeds and things whatsoever for further better and more perfectly assuring the said flat and every part thereof and the properties appurtenant thereto unto and to the use of the Purchasers in the manner aforesaid as shall or may reasonably be required.
5. That the Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers produces or cause to be produced to the Purchasers or to his Advocate or agents at any time of hearing commission examination or otherwise as occasion shall require the deeds and documents mentioned and described herein (as well

be available with the Vendor for the purpose of showing the Purchasers title to the said flat and the said proportionate undivided share or interest in the said land or ground and the user of common areas and privileges and facilities hereby sold, granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof and also at the like request and costs deliver or cause to be delivered to the Purchasers such attested or other copies or extracts from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident of acts god keep the said Deed and documents safe unobliterated and uncanceled.

6. That the Vendor will co-operate with the Purchasers in getting the name of the Purchasers mutated, in the records of the Howrah Municipal Corporation.
7. The Vendor shall on being called upon by the Purchasers sign all papers, applications and/or make declarations affidavits and other writings and as may be necessary and thought fit for the purpose of formation and/or registration of the Association.
8. The simultaneously with the execution and registration of the Deed of Conveyance, the Vendor shall deliver khas vacant and peaceful possession of the said flat to the Purchasers, in as is where is condition

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDOR

as follows :-

- a) That the Purchasers shall never claim partition of the undivided share and the same shall always remain impartible.
- b) That apart from the said unit and the properties appurtenant thereto the Purchasers shall not have nor shall claim any right title, or interest of any nature whatsoever in any other part or parts of the building and the land save and subject to the right to use the common portions in common with the Co- owners.
- c) The Purchasers shall observe fulfil and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the writ and for the common purpose, Vendor and/or the Co-owners.
- d) That the Purchasers have inspected the title in respect of the said land and also the building plans in respect of the building and the unit and is fully satisfied about the same and the construction of the building including the unit and the common portions.
- e) To co-operate with the Vendor and the co- owners in the acts relating to common purpose.

- f) To allow the Vendor and their workmen to enter into the Unit and the other parts for carrying out the works required for common purposes upon reasonable notice to the Purchasers.
- g) To pay proportionate share of the common expenses regularly and punctually.
- h) To pay regularly and punctually all outgoing and the revenue rates and taxes in respect of the Unit and the land and the common portions proportionately for the period after the date of delivery.
- i) To pay regularly and punctually for all charges for the electricity consumed in the said unit wholly and the common parts proportionately.
- j) To Keep and maintain the Units, periphery walls, partition walls, sewers, drains pipes and appurtenances within the unit in a good state of repair and conditions.
- k) Not to use the unit to permit use of the same for any other purpose other than for residential purposes.
- l) Not to use the Unit for any illegal or immoral purpose or for any purpose which may or likely to cause nuisance or annoyance to the owner and occupiers of the other units in the same building or to the owner and occupiers of the neighbourhood.

- m) Not to store in the Unit any goods or hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as be required for normal residential purpose.
- n) Not to do any thing in the said unit which may cause or tend to cause damage to any flooring or ceiling or any unit over or below or to the said unit or in any manner interfere with the use and enjoyment thereof or any open space passage, stairs, landings or other amenities available for common use.
- o) Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said unit or any part thereof which may cause inconvenience to the co-owners and contradictory to the sanctioned Plan.
- p) Not to change the outer elevation of the building or decorate the exterior of the Unit otherwise that in the manner similar to which the same is at present decorated.
- q) All payments to be made by the Purchasers as mentioned above shall be made from time to time and within Seven days of a bill of demand being sent to the Purchasers.

- r) So long as the said unit be not separately assessed for H.M.C. revenue rates and taxes, the Purchasers shall pay to the Vendor proportionate share of the H.M.C, Revenue rates and taxes as be assessed for the land and the building and the liability for such payment by the Purchasers to the Vendor shall accrue from the date of deliver.
- s) That after registration of the flat/ flats in favour of the Purchasers, the Purchasers and/or other flat owners will form a SOCIETY for the said building.
- t) The Purchasers shall not throw or accumulate any dirt, rubbish or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the building or the premises except the place provided for the said proposes.
- u) The Purchasers shall hereafter peaceably and quietly, hold, possession and enjoy the said property in khas without any claims or demands whatsoever from the Vendor or any person claiming through or under them.
- v) The Purchasers shall have absolute right to sell, transfer, gift, mortgage the said flat with proportionate share of land like other properties.

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

SIGNED SEALED AND DELIVERED

AT HOWRAH IN THE PRESENCE OF:

WITNESSES :

1. Ramesh Chaw
1, Sri Mani Rajan lane
How. 6

Sakshi Ganga Realtors Private Limited
Nitin chowdhary :
Director

2. Gour Basu
Howrah Court

SIGNATURE OF THE VENDOR

Ajay Kumar Pandey
Bandana Pandey

SIGNATURE OF THE PURCHASERS

Drafted by me :

Biswajit Chatterjee ✓

Biswajit Chatterjee

Advocate

Howrah Judges' Court

En. No. F/835/828/1992

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of **Rs.60,90,000/- (Rupees Sixty Lakh Ninety Thousand) only**, being the full consideration money as per memo below :-

MEMO

Date	Cheque / Draft No.	Drawn on	Amount (Rs.)
30.07.2013	029956	Corporation Bank	5,48,065/-
31.07.2013	RTGS		13,91,988/-
16.01.2015	157859	Corporation Bank	2,42,507/-
24.06.2015	157868	Corporation Bank	1,93,237/-
13.10.2015	164712	Corporation Bank	2,43,902/-
08.12.2015	RTGS		1,94,884/-
15.04.2016	164719	Corporation Bank	99,155/-
25.04.2017	443986	Corporation Bank	95,694/-
10.06.2019	858287	Corporation Bank	1,92,308/-
30.07.2019	858278	Corporation Bank	21,00,000/-
30.07.2019	858288	Corporation Bank	5,00,000/-
30.07.2019	858289	Corporation Bank	88,260/-
		TOTAL :	60,90,000/-

(RUPEES SIXTY LAKH NINETY THOUSAND) ONLY.

WITNESSES :

1. Ramech shaw,
1, Srimoni Rapan lane
Hno-6

Sakshi Ganga Realtors Private Limited

Nitin chowdhary
Director

SIGNATURE OF THE VENDOR

2. Gaur Basini
Hawrah Court

SPECIMEN FORM FOR TEN FINGERPRINTS



Netin Chowdhary

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



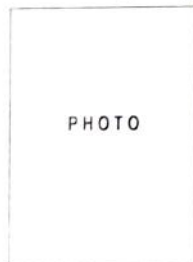
Ajay Kumar Pandey

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Bandana Pandey

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0501-2019, Page from 125794 to 125834
being No 050103891 for the year 2019.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2019.08.08 18:53:07 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 8/8/2019 06:48:01 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R.-I HOWRAH
West Bengal.

(This document is digitally signed.)