# CONVEYANCE

THIS CONVEYANCE made this day of Two Thousand.......

(202...)

#### AMONG

(1) SHRI DILIP DHAR (PAN-BIBPD4290F), son of Late Dinesh Chandra Dhar, by faith-Hindu, by nationality-Indian, by occupation-Retired, residing at 10, Sabuj Pally, Post Office and Police Station-Belgharia, Kolkata-700056, District-North 24 Parganas, (2) SHRI PRANAB KUMAR DHAR (PAN-AYNPD3938M), son of Late Dinesh Chandra Dhar, by faith-Hindu, by nationality-Indian, by occupation-Service, residing at 10, Sabuj Pally, Post Office and Police Station-Belgharia, Kolkata-700056 District-North 24 Parganas, (3) SHRI SANAT KUMAR DHAR (PAN-AZNPD8582C), son of Late Dinesh Chandra Dhar, by faith-Hindu, by nationality-Indian, by occupation-Business, residing at 10, Sabuj Pally, Post Office and Police Station-Belgharia, Kolkata-700056, District-North 24 Parganas, (4) SMT. ARUNA SAHA (PAN-IDNPS2786D), wife of Shri Biswanath Saha, daughter of Late Dinesh Chandra Dhar, by faith-Hindu, by nationality-Indian, by occupation-Housewife, residing at Adarsha Nagar, Post Office-Agarpara, Police Station-Ghola, Kolkata-700109, District-North 24 Parganas, (5) SMT. KARUNA SINGHA (PAN-HLKPS5331C), wife of Shri Narendra Singha, daughter of Late Dinesh Chandra Dhar, by faith-Hindu, by nationality-Indian, by occupation-Housewife, residing at 23, B.N. Ghoshal Road, Post Office and Police Station-Belgharia, Kolkata-700056, District-North 24 Parganas and (6) SMT. KALPANA DEB (PAN-AWBPD5652N), wife of Shri Mrinal Kanti Deb, daughter of Late Dinesh Chandra Dhar, by faith-Hindu, by nationality-Indian, by occupation-Housewife, residing at 13, Swami Vivekananda Road, Post Office-Birati, Police Station-Nimta, Kolkata-700051, District-North 24 Parganas. The Owners herein are being represented by their constitute Attorney namely NIGAMANANDA ABASAN PRIVATE LIMITED (PAN-AAECN4139Q), a Private Limited Company under companies Act, 1956, having its registered office at Room No. 4 & 5, Ground Floor, 71, Tarun Pally, Post Office & Police Station-Belgharia, Kolkata-700056, District-North 24 Parganas, represented by its Director namely SHRI GAUTAM KAR (PAN-AMUPK9834E), son of Late Bimal Chandra Kar, by faith-Hindu, by

occupation-Business, by nationality-Indian, residing 52, Dr. Shyama Prasad Mukherjee Road, Post Office & Police Station-Belgharia, Kolkata-700056, District-North 24 Parganas, vide Resolution Date 30.10.2018 passed by Board of Directors by way of a registered Development Power of Attorney which was duly registered on 07.12.2018 in the office of A.D.S.R. at Belgharia and recorded in Book No. I, Volume No. 1526-2018, Pages from 172053 to 172077, being No. I-152606147 for the year 2018, hereinafter referred to as the **VENDORS/LAND OWNERS** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject shall deemed to mean and include all their heirs, successors, executors, administrators and assigns) of the **FIRST PART** 

#### AND

- (1) XXX XXXXX XXXXX (PAN XXXXXXXXXX), Wo/So, XXX XXXX XXXX, By religion XXXX, by Nationality-Indian, by occupation-XXXXXXXXX

#### AND

NIGAMANANDA ABASAN PRIVATE LIMITED (PAN-AAECN4139Q), a Private Limited Company under companies Act, 1956, having its registered office at Room No. 4 & 5, Ground Floor, 71, Tarun Pally, Post Office & Police Station-Belgharia, Kolkata-700056, District-North 24 Parganas, represented by its Director namely SHRI GAUTAM KAR (PAN-AMUPK9834E), son of Late Bimal Chandra Kar, by faith-Hindu, by occupation-Business, by nationality-Indian, residing 52, Dr. Shyama Prasad Mukherjee Road, Post Office & Police Station-Belgharia, Kolkata-700056, District-North 24 Parganas, vide Resolution Date 30.10.2018 passed by Board of Directors, hereinafter referred to as the "DEVELOPER/CONFIRMING PARTY" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject shall

deemed to mean and include all his successors-in- office) of the **THIRD**PART;

**WHEREAS** after the partition of India a large number persons/residents from former East Pakistan (now Bangladesh) crosses over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control.

**ANDWHEREAS** the Govt. of West Bengal offered all reasonable facilities to such persons treating them as the Refugees for residence in West Bengal.

**ANDWHEREAS** one Shri Dinesh Chandra Dhar (since deceased), was one of the such person who had come to use and occupy a piece of land particularly described in the **FIRST SCHEDULE** hereunder written.

**ANDWHEREAS** said Shri Dinesh Chandra Dhar (since deceased) being a refugee displaced from East Pakistan (now Bangladesh) approached the Govt. of West Bengal for a Plot of Land for her rehabilitation along with her family members.

ANDWHEREAS Governor of West Bengal gifted a plot of land measuring an area 04 (Four) cottahs 07 (Seven) Chatak 22.5 (Twenty Two Point Five) Sq. Ft.be the same a little more or less appertaining to Mouza-Basudebpur comprised in part of J.L. No. 02, R.S. No. 13, E.P. No. 941, S.P. No. 1093, C.S. Plot No. 184 (P), Police Station-Belgharia, District North 24 Parganas in favour of Shri Dinesh Chandra Dhar by way of a registered Deed of Gift which was duly registered on 08.08.1988 in the office at Additional District Registrar at Barasat and recorded in Book No. I, Volume No. 40, Pages 109 to 112, Being No. 3028 for the year 1988.

ANDWHEREAS after getting the said landed property said Shri Dinesh Chandra Dhar duly mutated his name in the record of Kamarhati Municipality, Ward No. 27 in respect of Holding No. 588, Premises No. 10, Sabuj Pally, Kolkata-700056, Police Station-Belgharia, District-North 24 Parganas and other offices without the interruption, disturbance and interferences from others.

ANDWHEREAS while seized and possessed the same said Shri Dinesh Chandra Dhar died intestate on 14.05.2004 leaving behind him surviving his widow Smt. Maya Dhar, three sons namely Shri Dilip Dhar, Sri Pranab Kumar Dhar & Shri Sanat Kumar Dhar and three daughters namely Smt. Aruna Saha, Smt. Karuna Singha & Smt. Kalpana Deb as his legal heirs and successors to inherit his property as per Hindu Succession Act, 1956 in respect of the above mentioned plot of land with building standing thereon each having equal undivided 1/7th share therein and as such owners were in joint possession and enjoyment of the same.

ANDWHEREAS while seized and possessed the same said Smt. Maya Dhar died intestate on 01.07.2018 leaving behind her surviving her three sons namely Shri Dilip Dhar, Sri Pranab Kumar Dhar & Shri Sanat Kumar Dhar and three daughters namely Smt. Aruna Saha, Smt. Karuna Singha & Smt. Kalpana Deb as his legal heirs and successors to inherit his property as per Hindu Succession Act, 1956 in respect of the above mentioned plot of land with building standing thereon each having equal undivided 1/6th share therein and as such owners were in joint possession and enjoyment of the same.

ANDWHEREAS in the event that happened the said Shri Dilip Dhar, Sri Pranab Kumar Dhar, Shri Sanat Kumar Dhar, Smt. Aruna Saha, Smt. Karuna Singha & Smt. Kalpana Deb by way of inheritance from their father and mother in interest and thus now joint owners of ALL THAT piece and parcel of land underneath measuring about 04 (Four) cottahs 07 (Seven) Chatak 22.5 (Twenty Two Point Five) Sq. Ft. be the same a little more or less appertaining to Mouza-Basudebpur comprised in part of J.L. No. 02, R.S. No. 13, E.P. No. 941, S.P. No. 1093, C.S. & R.S. Plot No. 184 (P) within the local limits of Ward No. 27 Kamarhati Municipality having Holding No. 588, Premises No. 10, Sabuj Pally, Kolkata-700056, within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia, District North 24 Parganas.

ANDWHEREAS to develop the said property said Shri Dilip Dhar, Sri Pranab Kumar Dhar, Shri Sanat Kumar Dhar, Smt. Aruna Saha, Smt.

Karuna Singha & Smt. Kalpana Deb entered into a registered Development Agreement with NIGAMANANDA ABASAN PRIVATE LIMITED, the developer herein which was duly registered on 07.12.2018 in the office of A.D.S.R. at Belgharia and recorded in Book No. I, Volume No. 1526-2018, Pages from 172201 to 172240, being No. I-152606141 for the year 2018 and the said Land Owners executed A Development Power of Attorney after registered Development Agreement in favour of NIGAMANANDA ABASAN PRIVATE LIMITED, the developer herein which was duly registered on 07.12.2018 in the office of A.D.S.R. at Belgharia and recorded in Book No. I, Volume No. 1526-2018, Pages from 172053 to 172077, being No. I-152606147 for the year 2018

ANDWHEREAS the LANDOWNERS herein are being desirous to raise a multi storied building over the first schedule land has applied before the municipal authorities of Kamarhati Municipality for sanctioning a building plan of a multi storied building over the said property;

ANDWHEREAS the Vendors/Land owners thereafter obtained a building sanction plan from the authorities of local Kamarhati Municipality for raising a multi-storied building over the land measuring 04 (Four) Cottahs 07 (Seven) Chatak 22.5 (Twenty Two Point Five) Sq. Ft. be the same a little more or less being the land described in FIRST SCHEDULE hereunder written through Pan No. 134/19-20, dated 19.08.2019;



No. 10, Sabuj Pally, Kolkata-700056, within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia, District North 24 Parganas.

ANDWHEREAS the party of the Second Part/the Purchasers herein intend to purchase a self contained ALL THAT a self contained and independent flat being Flat No. ..... on the ............Floor (.......... Portion) measuring a Carpet Area of ......... Sq. Ft. (......Sq. Ft. Covered Area) with marble floor with the common rights and facilities on the ground floor of the said Multi Storied building known as and called as "AKASH NEEL" be the same a little more or less consisting of .... (....) Bedrooms, ....(.....) toilet, .....(......) balcony, .....(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the FIRST SCHEDULE written hereinabove, lying under Ward No. 27 Kamarhati Municipality having Holding No. 588, Premises No. 10, Sabuj Pally, Kolkata-700056, within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia, District North 24 Parganas and the Party of the First Part & Third Part has agreed to sell the sell out of Developer's Allocation morefully and particularly described in the Second Schedule hereunder and hereinafter referred as the 'Said Flat' together undivided common areas, stairs, Lift, facilities & amenities with appended thereto at and for a total consideration of Rs. XXXXXXXX/-accordingly both the parties herein entered into a Agreement for Sale free from all encumbrances.

and independent flat being Flat No. ..... on the ...........Floor (...... Portion) measuring a Carpet Area of ....... Sq. Ft. (......Sq. Ft. Covered Area) with marble floor with the common rights and facilities on the ground floor of the said Multi Storied building known as and called as "AKASH NEEL" be the same a little more or less consisting of .... (....) Bedrooms, ....(.....) toilet, .....(......) balcony, .....(....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the FIRST **SCHEDULE** written hereinabove, lying under Ward No. 27 Kamarhati Municipality having Holding No. 588, Premises No. 10, Sabuj Pally, Kolkata-700056, within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia, District North 24 Parganas hereby sold and conveyed the Developer do and each of them doth hereby grant, transfer and convey ALL THAT a self contained and independent flat being Flat No. ......... Sq. Ft. (......Sq. Ft. Covered Area) with marble floor with the common rights and facilities on the ground floor of the said Multi Storied building known as and called as "AKASH NEEL" be the same a little more or less consisting of .... (....) Bedrooms, ....(.....) toilet, .....(......) balcony, .....(.....) kitchen cum dining/drawing with undivided proportionate share of the land underneath as described in the FIRST SCHEDULE written hereinabove, lying under Ward No. 27 Kamarhati Municipality having Holding No. 588, Premises No. 10, Sabuj Pally, Kolkata-700056, within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia, District North 24 Parganas out of the First Schedule property alongwith the undivided proportionate share in the land on which the said Flat No. ...... on the ...... (...... Portion) is erected or built and to use the common areas and facilities mentioned in the Third Schedule hereto and subject to bear and pay proportionate share of the liabilities and obligations mentioned in the Fourth Schedule and subject to and on the terms and conditions contained in the Schedule hereto, free from all encumbrances TO HAVE AND TO HOLD the said entire Flat No. .......

on the ...... (......... Portion) unto and to use of the Purchasers absolutely and forever **PROVIDED HOWEVER** that notwithstanding anything contained herein (including the Schedule hereunder written) AND subject to the provisions hereinbefore contained and without prejudice to the same the Developer do hereby covenant with the Purchaser that the Developer have good right, full power and absolute authority to grant, convey, transfer and assure the said Flat No. ....... on the ...... (......... Portion) and every part thereof unto the Purchasers in the manner aforesaid but subject to the terms, obligations and conditions herein contained and that the Purchasers shall or may all times hereinbefore peaceably and quietly possess and enjoy the same and every part thereof according to the terms herein contained and such as therein provided to receive and realize the rents, issues and profits thereof without any eviction, interruption, claim and demand whatsoever by the Developer or any person claiming lawfully or equitably through under or in trust for him or them AND the Developer do further covenant with the Purchasers that the Developer and all persons having or lawfully or equitably claiming through under or in trust for the Developer as aforesaid shall and will time to time and at all times hereinafter at the request and costs of the Purchaser cause to be done or executed all such acts, matters and things whatsoever for further better and more perfectly assuring the said Flat No. ...... on the ...... (....... Portion) and every part thereof unto the Purchasers in the manner and subject to the terms, obligations and conditions herein contained as shall or may be reasonably required AND ALSO the Developer do hereby covenant with the Purchasers that the Developer herein will upon every reasonable request of the Purchasers and at the costs of the Purchasers produce for inspection the documents of title relating to the Flat No. ...... on the ...... (.......... Portion) hereby sold and furnish such copies or extract therefrom as the Purchasers may require and will keep the said

documents safe uncancelled and undefaced. The Purchasers agreed that this registered Deed will be forced subject to Clearings of all Dues. The Purchasers do and each them doth hereby covenant with the Vendor that they shall observe, perform and comply with all terms, conditions and covenants mentioned in the several Schedule written hereunder and declare and confirm that they have purchased the property subject to all matters written hereunder.

NOW IT IS FURTHER AGREED AND DECLARED by and between the Vendor and the Purchasers as follows:-

1. The Purchasers shall be liable to pay directly to the Kamarhati Municipality and/or other appropriate authorities and to contribute in proportion to the floor area of the said Flat No. ...... on the ...... (.......... Portion) hereby conveyed to them towards or in the accounts of the payment of the municipal taxes and other outgoings payable in respect of the said and/or the said premises and in cases where the said payment shall not be made directly to the Kamarhati Municipality and/or any statuary authorities aforesaid the same shall be made over by the purchasers to the Owners/Developers of the other Flats of the buildings for the said purpose represented as a body by an Association or Society of the purchasers of the flats of the said building of the said purpose. The owners of the other flats of the Association when formed shall have the right of realization of their dues from their if the same is in arrear through the proper Court of Law. The costs of the maintenance of the common areas and facilities of the said land and building as defined in Section 3D of the West Bengal Apartment Ownership Act, 1972 as amended upto date be borne by the purchasers with all other owners of the other flats in proportion to the covered area of the said flat and in the event of non-payment

dues from the purchasers may be released by the owners of the other flats of the said building or by the Association or Society when formed in like manner as aforesaid.

- 2. The Purchasers shall have full and absolute ownership and proprietary rights and interests in the said flat except that of demolishing committing waste of the said flat of the said building or any part thereof in any manner so as to effect the Vendor or other Owners who have already purchased or acquired or may hereafter purchase or acquire similar proprietary rights and interest in any flat as covered by these presents.
- 4. The Purchasers will have right of undivided share and interests in the said soil of land morefully described in the First Schedule hereunder written shall remain joint for ever with the Owners of other Flats of the said building, it being hereby further declared that the interest in the said soil or the said plot of land is impartible.

## THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land underneath measuring about 04 (Four) Cottahs 07 (Seven) Chatak 22.5 (Twenty Two Point Five) Sq. Ft.be the same a little more or less together with Multi Storied building to be constructed known as "AKASH NEEL" appertaining to Mouza-Basudebpur comprised in part of J.L. No. 02, R.S. No. 13, E.P. No. 941, S.P. No. 1093, C.S. & R.S. Plot No. 184 (P) within the local limits of Ward

No. 27 Kamarhati Municipality having Holding No. 588, Premises No. 10, Sabuj Pally, Kolkata-700056, within the jurisdiction of the office of the Additional District Sub registry Office at Belgharia, District North 24 Parganas and which is being butted and bounded as follows:

ON THE NORTH BY: By House of Kamal Bhowmik;
ON THE SOUTH BY: By 23' Ft. Wide Municipal Road;

ON THE EAST BY : By Building Known as Pratham Alo;

ON THE WEST BY : By 10' Ft. Wide Municipal Road.

### THE SECOND SCHEDULE ABOVE REFERRED TO:

# THE THIRD SCHEDULE ABOVE REFERRED TO

## (COMMON PARTS/ PORTIONS)

# Common parts/portions described in this Deed of Conveyance shall mean:-

- The foundations, columns, girders, beam, supports, main walls, corridor, stairs and entrance and exist, the roof of the building along with roof right and main gate and common passage.
- All drainage and sewerage lines and other installations except only those installed within the exclusive area of any flat and/or exclusively for its use.
- Staircase, lobbies/unless it is exclusively attached to the Flat/on all the floors, including installations.

- 4. Electric and electrical wiring and other fittings (excluding only those installed within the exclusive area of any flat and/or exclusively for its use). The Purchasers also paid the agreed amount relating to installation, electricity separately in common meter box.
- 5. Water pump, water pump space, overhead water tank, together with all common plumbing installations for carriage of water (save only those exclusively within and for the exclusive use of any flat) septic tank proportionate spaces around the building.
- Such other common parts, areas, equipments, installations, fittings, fixtures and spaces on or about the land and the building as may be necessary for passage to and/or user the Flats in common by the Co-Owner/S.
- 7. Lift & Lift Machine Room.

# THE FOURTH SCHEDULE ABOVE REFERRED TO The Purchasers will bear the expenses mentioned hereunder:

- The expenses of maintaining, repairing redecorating of the main structure and the outer side of the building and in particular the gutter, rain water pipes and electric wires in under or upon the building and to enjoyed or used in common with the occupiers, Purchasers of other flats and the main entrance passage, landings and staircase of the building as enjoyed in common with the occupiers of other flats in the said building.
- The Municipal Taxes including Surcharge and/or other outgoings, levies etc. for ........ Floor Flat will be paid by the Purchasers from the date of possession or from the date of registration of the flat whichever is earlier.
- The cost of clearing and lighting the passage, landings, staircase etc. and other parts of the building.

- 4. The salaries of Jamadars, Care-taker, officers, Clerks, Bill Collectors, Chowkidars, Sweepers, Electricians, Plumbers and other employees.
- 5. The cost of working and maintenance of pumps and of common lights, service charge.
- 6. All expenses of common service and in connection with common areas and facilities.
- 7. Such other expenses as are necessary or incidental for the maintenance upkeep of the premises.

IN WITNESS WHEREOF the parties have 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.

NIGAMANANDA ABASAN PVT. LTD. entan her

(constituted Attorney of SHRI DILIP DHAR, SRI PRANAB KUMAR DHAR, SHRI SANAT KUMAR DHAR, SMT. ARUNA SAHA, SMT. KARUNA SINGHA & SMT. KALPANA DEB

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY Director

Drafted by me :-

Advocate Sealdah Civil Court, Kolkata-700014

## MEMO OF CONSIDERATION

#### MEMO

Cheque	No.	Date	Bank	Branch	Amount
					Rs.
					Rs.
					Rs.
Total				Rs.XXXXXXXXXX	

(Rupees XXXXXXXXXXXXXXXXXX) only

#### WITNESSES :-

1.

2.

UIGAMANANDA ABASAN PVT, LTD.

SIGNATURE OF THE DEVELOPER