

::DEED OF CONVEYANCE ::

THIS DEED OF CONVEYANCE made on this theth day of 2025 (Two thousand twenty five) of the Christian Era.

BETWEEN

1. SMT. PURNIMA DEBNATH, PAN-ADVDP0687Q, Voter ID No. CKW4022422, wife of Late Gopal Chandra Debnath, **2. SMT. NIBEDITA DEBNATH**, PAN-BGPPD8118J, Voter ID No. CKW4584124, daughter of Late Gopal Chandra Debnath,**3. SMT. ANAMIKA DEBNATH**, PAN-BGEPD4818K, Voter ID No.YCW0872614, daughter of Late Gopal Chandra Debnath, all residing at Rishi Arabinda Road, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130, by nationality-Indian, by faith-Hindu., by occupation-Housewife, hereinafter called and referred to as the **OWNERS/VENDORS** (which term or expression unless excluded by or repugnant to the context shall mean and include **their** heirs, successors, administrators, executors, legal representatives and assigns) of the FIRST PART.

The Vendor is represented by **their** Constituted Attorney **1. SRI SUBHASISH BISWAS**,PAN-BXEPPB8244D, son of Sri Binoy Krishna Biswas, residing at Kora Babupara (South), P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130,, **2. SRI SUMIT HALDER**,PAN-ANAPH8116K, son of Sri Sunil Halder, residing at Kora Nabarunpally, P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130, **3. SRI SHUVO SANKAR DUTTA**,PAN-CFZPD0075A, son of Late Alok Kumar Dutta, residing at Sarada Sarani, Nibedita Park, P.O. Hridaypur, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700127, all by nationality Indian, by faith Hindu, by occupation Business, (by virtue of a Development Agreement-cum-Development Power of Attorney executed and registered on 18/02/2025 in the office of ADSR Barasat, recorded in book No. I, volume No. 1503, pages from 24126 to 24159 being No. 00854 for the year 2025)

AND

"ELITE CONSTRUCTION" PAN-AAJFE0966A, having its registered office at Kora Nabarunpally, P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130, represented by its partners– **1. SRI SUBHASISH BISWAS**,PAN-BXEPPB8244D, son of Sri Binoy Krishna Biswas, residing at Kora Babupara (South), P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130,, **2. SRI SUMIT HALDER**,PAN-ANAPH8116K, son of Sri Sunil Halder, residing at

Kora Nabarunpally, P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130, **3. SRI SHUVO SANKAR DUTTA**, PAN-CFZPD0075A, son of Late Alok Kumar Dutta, residing at Sarada Sarani, Nibedita Park, P.O. Hridaypur, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700127, all by nationality Indian, by faith Hindu, by occupation Business, hereinafter referred to as the **DEVELOPER** (which term or expression unless excluded by or repugnant to the context shall mean and include its successors, administrators, executors, legal representatives and assigns) of the **SECOND PART**.

AND

....., PAN-....., son of, residing at, by faith Hindu, by Nationality Indian, by occupation, hereinafter referred to as the **PURCHASER**(which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his** heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS all that piece and parcel of land measuring an area 56 decimals comprised in R.S. Dag No.952, under R.S. Khatian No.792, situated at Mouza Udayrajpur, J.L. No.43, Re.Su No.6, under P.S. Madhyamgram, within the jurisdiction of ADSR Barasat, under the limits of Madhyamgram Municipality, in the District of North 24 Parganas, was purchased by one MalatiSaha, wife of Motilal Saha, by virtue of a deed of conveyance dated 21-05-1962, registered in the office of SR Barasat, recorded in book No. 1, volume No.53, pages from 253 to 258, being No. 5881, for the year 1962 from Mst. Amina Bibi and Abkash Ali and absolutely seized and possessed thereon.

AND WHEREAS by virtue of a deed of conveyance dated 23-05-1997, registered in the office of ADSR Barasat, recorded in book No.1, volume No.47, pages from 358 to 365, being No. 2687 for the year 1997, said Smt. MalatiSaha sold, granted, transferred and conveyed 52.09 decimals of land in R.S. Dag No. 952, unto and in favour of Sri Sunit Kumar Mandal, son of Late Aditya Mandal, Smt. Sulekha Mondal, wife of Sri Sunit Kumar Mondal, Smt. Swagata Mondal, daughter of Sri Sunit Kumar Mondal, Smt. Ishita Mondal, daughter of Sri Sunit Kumar Mandal and Sri Amit Mondal, son of Late Sudhannya Mondal, all of 'Manali House' Flat No.V-9 and V-10, Narayantala West, P.S. Rajarhat, Dist. North 24 Parganas, Kolkata-700059 and delivered peaceful possession in their favour.

AND WHEREAS by virtue of a General Power Of Attorney dated 30-03-2001, reorded in book No.IV, volume No.18, pages from 48 to 51, being No. 1076 for the year 2001

said Sunit Kumar Mandal, Sulekha Mondal, Swagata Mondal, Ishita Mondal and Amit Mondal jointly appointed, nominated and Debashis Roy, son of Sri Sudhangsu Kumar Roy of 42, Satchasipara Road, Kolkata-700002 as their constituted attorney to sold, granted, transferred and conveyed their aforesaid landed properties to the intending purchaser or purchasers.

AND WHEREAS by virtue of a deed of conveyance executed on 29-11-2001 and registered on 14-12-2001, in the office of ADSR Barasat, recorded in book No.I, volume No.110, pages from 94 to 108, being No. 5647, for the year 2001, for the consideration therein mentioned, said Debashis Roy for and on behalf of said Sunit Kumar Mandal, Sulekha Mondal, Swagata Mondal, Ishita Mondal and Amit Mondal sold, granted, transferred and conveyed 04 cottahs of land alongwith a kancha structure thereon, unto and in favour of Gopal Chandra Debnath the predecessor of the present owners herein and delivered peaceful possession thereon.

AND WHEREAS by virtue of another deed of conveyance executed on 29-11-2001 and registered on 14-12-2001, in the office of ADSR Barasat, recorded in book No.I, volume No.110, pages from 109 to 120, being No. 5648, for the year 2001, for the consideration therein mentioned, said Debashis Roy for and on behalf of said Sunit Kumar Mandal, Sulekha Mondal, Swagata Mondal, Ishita Mondal and Amit Mondal sold, granted, transferred and conveyed 01 cottah 08 chittacks of land alongwith a kancha structure thereon, unto and in favour of the present owner No.1 Purnima Debnath and delivered peaceful possession thereon.

AND WHEREAS while in peaceful possession, said Gopal Chandra Debnath died intestate on 22-11-2006 leaving behind his wife of Purnima Debnath, two daughters namely Nibedita Debnath & Anamika Debnath as his legal heirs and successors who inherited the property left by said Gopal Chandra Debnath according to Hindu Succession Act.

AND WHEREAS while in peaceful possession, the present owner Purnima Debnath recorded her name in B.L.&L.R.O. under L.R. Khatian No.10819, said Nibedita Debnath recorded her name under L.R. Khatian No.10818 and said Anamika Debnath recorded her name in B.L.&L.R.O. under L.R. Khatian No.10836 in L.R. Dag No. 2399 and

mütated their names in the office of Madhyamgram Municipality and absolutely seized and possessed thereon.

AND WHEREAS thus the present Land Owners herein became the owners of 05 cottahs 08 chittacks of land alongwith structure comprised in R.S. Dag No.952, corresponding to L.R. Dag No.2399, R.S. Khatian No.792, corresponding to L.R. Khatian No.10819, 10818 & 10836, situated at Mouza Udayrajpur, J.L. No.43, Re.Su No.6, under P.S. Madhyamgram, within the jurisdiction of A.D.S.R.Barasat,, under the limits of Madhyamgram Municipality Ward No.5, Holding No.5/1/4, 5/1/5, 5/1/5/2 & 5/1/5/1, Najarul Islam Sarani, in the District of North 24 Parganas, by paying rents and taxes to the appropriate authority and have been owned and possessed thereon free from all encumbrances.

AND WHEREAS by virtue of a Deed of Amalgamation dated 27-02-2025, registered in the office of ADSR Barasat, recorded in Book No.I, Volume No.1503, Pages from 33928 to 33948, being No.01107 for the year 2025, the present vendor No.1 to 3 herein amalgamated their separate plot of land into a single plot and their separate holdings are amalgamated into a single holding being No.5/1/4, Najrul Islam Sarani, under ward No.5 of Madhyamgram Municipality and absolutely seized and possessed thereon.

AND WHEREAS the Developer herein prepared a building plan for construction of the said Multi-Storied building in & over the said plot of land and submitted the same for approval from the concerned **Madhyamgram Municipality** and the said plan was sanctioned from the said Municipality vide Plan No.COM-25/MM/2025-26 dated 30/06/2025.

AND WHEREAS in accordance with the said sanctioned building plan, the developer herein started to construct the said G+4 storied building on the said plot of land consisting of various flats/shops/garages/godowns/offices thereon.

AND WHEREAS in the mean time the construction works of the said G+4 storied building was completed, which is known and named as "**GOPAL ABASAN**"

AND WHEREAS according to the said development agreement, the developer handed over the Land Owners' allocation to the Owners/Vendors and the developer got the below schedule property and other properties of the said G+4 storied building as their (developer's allocation) allocated portion in accordance with the said development agreement.

AND WHEREAS due to urgent need of money the Owner/Vendor and the Developer declared **her** intention to sell out a **flat** from the **developer's allocation Flat being No.** on the **FLOOR**, measuring **carpet areasq.ft**, super built up area sq.ft. more or less including proportionate share in common areas and facilities connected therewith alongwith the proportionate share of land of the said premises and the Purchaser on the other hand, coming to know such declaration, inspected all the relevant papers & documents including the title of the vendor of the said property and being satisfied **himself** with regard thereto and the nature scope and extent of the benefits, rights and interest provided to the purchaser and proposed **his** willingness to purchase the said **flat** at or for the consideration of **Rs. (Rupees)** only being the prevailing highest market price, whereupon the Developer categorically agreed to the proposal of the Purchaser and the owners/vendors & developer agreed to sell the said **flat** to the purchaser **at the same consideration.**

The Govt value of the said **flat** is **Rs. (Rupees)** only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above and in consideration of the said sum of **Rs. (Rupees)** only by well and truly paid by the purchaser to the developer at or before the execution of these presents (the receipt whereof the Developer doth hereby admit and acknowledge the same as per memo below and the Owners/vendors and Developer do hereby acquit, release and exonerate the purchaser as well as the said **flat**) the owners/vendors and the developer do hereby grant, sell, convey, transfer, assign and assure unto the Purchaser, free from all encumbrances, attachments and other defects in title **ALL THAT a flat** as more fully and particularly mentioned in the **Schedule 'B'** hereunder written and in the annexed Plan bordered in Colour **RED TOGETHER WITH** the proportionate impartible undivided share of land as described in the **Schedule 'A'** below along with the constructions of common areas, half of the depth of the Partition walls and common passage and drains, sewers, water pipes and all other fixtures and equipment of common utility in the terms of square feet appertaining to the said building and more fully described in the **Schedule 'D'** hereunder written **TOGETHER WITH** proportionate, undivided, impartible share and/or interest in the land underneath the said building more fully described in the **Schedule 'A'** hereunder written and the **REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS, ISSUES AND PROFITS** thereof in connection with the said **flat** and the properties appurtenant **TO HAVE AND TO**

HOLD the said **flat** and the properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser absolutely and for ever for a perfect and indefensible estate or inheritance in fee, simple in possession without any condition, use, trust or other things whatsoever in alter, defect, encumbrances or make void the same AND NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the owners/vendors and developer have good right, full power and absolute authority to grant, sell, transfer, convey, assign and assure the proportionate undivided, impartible share and/or interest in the land and the said **flat** hereby granted, sold, transferred, conveyed, assigned and assured and expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and that the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the said **flat** hereby granted, sold, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use in the manner aforesaid and receive the rents, issues and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by the Owners/vendors and the developer or by any person or persons lawfully or equitably claiming or to claim from under or in trust for the owners/vendors and developer AND THAT free and clear and freely and clearly and absolutely acquired, exonerated, discharged or otherwise by the Owners/vendors and developer well and sufficiently have defended save harmless and indemnified of and from and against all manner of former and other estate, right, title, interest, lease, mortgages, charges, trusts, wakfs, Debuttars attachments, execution, lispdents, claims, demands and encumbrances, made or done, occasioned or suffered by the Owners/vendors or any person or Persons lawfully or equitably claiming or to claim by from through, under or in trust for the Owners/vendors.

HE OWNER/DEVELOPER AND THE PURCHASER DO HEREBY COVENANT HERETO as follows:

1. **That the Purchaser** shall and may at all times hereafter peaceably and quietly possess and enjoy the said **flat** with common areas, facilities and that the Purchaser being the absolute owner of the said **flat** shall have all right to sell, transfer, mortgage and assign the said **flat** in any manner **he/shelikes** for **residential** purpose only and the owners/vendors hereto shall have no right to give any objection to such transfer.

2. **That the Purchaser** hereto of the said **flat** shall always be entitled to pass, re-pass and to have ingress, egress to and from the Main Gate of the said building and through and from all common stairs, **lift**, landings, passages for the purpose of going and carrying all luggages and articles without hampering the building.
3. **That the Purchaser** will and shall maintain the said **flat** properly and shall keep the same in good condition so that it may not cause any harm and/or prejudicially effect the other occupiers of the said building.
4. **That the Purchaser** after taking possession of the said **flat** shall be liable to pay the proportional **Municipal taxes** which is to be assessed later on.
5. **That the Purchaser** shall at all times hereinafter indemnify the owners/vendors and the developer for non-observance and non performance of covenant and conditions contained in these presents as are required to be observed and performed by the Purchaser of the said **Flat**.
6. **That the Purchaser** shall not use the said **flat** in such manner in which may or is likely to cause nuisance and annoyance to the other flat owners/vendors of the building nor shall use the same for any illegal or immoral purpose.
7. **That the common** walls not to be destroyed or damaged or otherwise hammered by way of hooking etc.
8. **That the Purchaser** hereto of the said **flat** shall not store or attach or plan or permit to be stored or attached or planted any machine on the floor of the said **flat** or any portion thereof or to hang the same from the beam.
9. **That the Purchaser** shall not throw or accumulate dirt, rubbish, rags or other refuses or permits the same to be thrown or allow the same to be accumulated in **his flat** or in the compound or any portion of the said building.
10. **That the purchaser** shall have the equal common rights to affix to draw any wires, pipes, cables etc. from and to or through any common parts or common portions or other units without making any obstruction in the common portions and areas in a similar manner as enjoyed by the other occupants of the said building who also enjoy the easement rights to the common passage.
11. **That the Purchaser** shall have common rights with the owners/vendors over the boundary wall, common passage and space which are common for the purpose of

ingress and egress and **he/she** can use a portion of the roof for installations T.V./Dish Antena, daily use for the utilisation of the said roof along with the owners/vendors and other flat owner's.

- 12. That the Purchaser** shall henceforth peaceably and quietly hold, possess and enjoy the rents and profits derivable from and put of the said property without any let, hindrance, interruptions and disturbances from or by the Owners/vendors or developer or any person or persons claiming through or under or in trust for the owners/vendors and developer and without any lawful act, hindrances, interruptions and disturbances by any other person or persons whatsoever.
- 13. That the purchaser** hereby undertake to observe and perform all the rules and regulations of association, society or the incorporated body of flat/shop/garage owners as may be adopted from time to time and at all times for protection, maintenance, use and occupation of a particular by the purchaser and also will bear all costs, charges and expenses for connection with the registration and formation of that association.
- 14. The the purchaser** shall remain liable to pay and/or bear the goods and service tax (GST) to the government authority as per Government Rule to purchasing the said flat (if necessary).

SCHEDULE 'A' REFERRED TO ABOVE

(Description of the Entire Land & Building

ALL THAT piece or parcel of Bastu land measuring area of **05 cotthas 08 Chittacks** more or less of land alongwith multi storied building namely "**GOPAL ABASAN**" standing thereon comprised in R.S. Dag No.952, **L.R. Dag No.2399** under R.S. Khatian No.792, **L.R. Khatian No.10819, 10818 & 10836**, lying and situated at **Mouza-Udayrajpur, J.L. No.43**, Re.Su No.6, Touzi No.146, under the limits of Madhyamgram Municipality under Ward No.5, Amalgamate Holding No.5/1/4, Najrul Islam Sarani, within the Jurisdiction of A.D.S.R. Barasat, under P.S. Madhyamgram, District-North 24 Parganas, Kolkata-700129 which is butted and bounded as under

On the North : Others Property.

On the South : 16 feet wide Municipal Road

On the East : Others Property
On the West : 16 feet wide Municipal Road.

:: SCHEDULE 'B' REFERRED TO ABOVE ::
(Description of the flat & Car Parking Space)

ALL THAT a self contained **Tiles** flooring **lift** facilitated **residential Flat being No.** on the, measuring **carpet areasq.ft**, super built up areasq.ft. more or less consisting ofbed rooms, dining room,kitchen, toilet, **one**&..... balcony along with a Covered Car Parking Space, being no. _____, measuring area of _____ (_____) sq. ft. more or less, on the ground floor of the Building namely '.....' along with proportionate share of land and other common areas and facilities attached therewith as well as common right of easement proportionately of the said premises more fully and particularly mentioned and described in the schedule "A" herein above written and delineated in the Map or Plan annexed hereto, which is butted and bounded by:

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

SCHEDULE 'C' REFERRED TO ABOVE
(COMMON AMENITIES AND FACILITIES)

1. Common passage including Main Entrance, stair case, **lift** and part of the roof ;
2. Open and/or covered paths and passages within the said plot of land and/or holding ;
3. Lobbies and stair cases of the said building ;
4. Electric Meter of the Building ;
5. Water reservoir, water tanks, water pipes (save those inside the unit) ;
6. Wiring and accessories for lighting of common area of the said building ;

7. Pump and Motor ;
8. Drains, sewers and pipes ;
9. Electrical installations relating to the Meter ;
10. Lights at the entrance Gate and the passage within the said building.

SCHEDULE 'D' REFERRED TO ABOVE
(COMMON EXPENSES)

- a) The expenses of maintaining, repairing, redecorating of the main structures and in particular the roof, gutters, water pumps, rain water pipe, electric installations used in common by the owners of the flats the main entrance passages landings and staircase, compounds, terrace, water meters, water tank etc.
- b) The cost of cleaning and lighting the passages, landings, staircase and other parts of the said building including the open space.
- c) The cost of decorating, repairing and painting the exterior of the said building.
- d) The salaries of clerks, chowkidars, durwans, sweepers, electricians, plumbing etc.
- e) Municipal and other taxes.
- f) Cost of water meter or electric meter and/or any deposit or electricity, electric charges for common rights, water pumps etc.
- g) Service, maintenance and repairing charges of pumps.
- h) Such other capital or recurring expenses as are necessary or incidental for the maintenance and up-keep of the said building, open spaces and all other amenities of common nature to be enjoyment by the purchaser with the owners or occupants of the other flats in the said building.

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

SIGNED, SEALED & DELIVERED

in presence of :

WITNESS : for & as the constituted attorney of Smt, Purnima Debnath, Smt. Nibedita Debnath & Smt. Anamika Debnath

1.

2.

Signature of the Owners/Vendors

Signature of the developer

Signature of the purchaser

PREPARED BY :

SWARAJIT KAR

Advocate

Enrollment No-F-996/662/98

District Judges' Court

Barasat, North 24 Parganas

TYPED BY

MEMO OF CONSIDERATION

RECEIVED sum of **Rs.** (**Rupees**) only from the within named purchaser as and by way of Earnest Money or part payment payable under these presents as per Memo below :-

Date	Name of Bank	Ch.No.	Amount (Rs.)
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Total Rs.
(Rupees) only

WITNESSESS :

1.

2.

Signature of the Developer