

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of

....., Two Thousand Twenty Five

BETWEEN

"SRI SANKAR CHOWDHURY , PAN : BSRPC0904P, Aadhar No.:- 5747 9134 5819 , Son of Late Anath Bandhu Chowdhury, aged about 53 years , By Faith - Hindu, By Nationality - Indian, By Occupation - business, Residing at Holding No. 213, Halisahar Station Road, Chowmatha Bazar, A.B.C. House , Post Office – Nabanagar, Police Station - Bizpur, District - North 24 Parganas, Pin Code - 743136, West Bengal, India; hereinafter referred to as the hereinafter referred to as the **"OWNER"** (which expression shall unless be excluded or repugnant to the context be deemed to mean and include each of her respective legal heirs, successors, executors, administrators and assigns) of the **ONE PART.**

AND

MAA SARADA CONSTRUCTION a Partnership Firm being PAN No. ABZFM1347G Having its registered office at, 123/110/491, Col. K.P. Gupta Road, Halisahar, P.O. Nabanagar , P.S. Bizpur, Pin- 743136 Represented by its partners namely :- .

1."SRI TAPAN GHOSH", Having PAN:- AJXPG4766B, Aadhaar No.:- 8783 9195 5642, aged about 50 years, Son of Tajendra lal Ghosh, By Faith - Hindu, By Nationality Indian, By Occupation - Business, Of:- 348/E, Pipeline Netaji Subhash Sarani, Halisahar, Post Office - Nabanagar, Police Station- Bizpore, District - North 24 Parganas, Pin Code - 743136, West Bengal;

2. "SMT. SUSMITA DEB", Having PAN:- AQIPD1787B, Aadhaar No.:- 6698 1870 5940, aged about 42 years, Wife of Sri Pradip Deb, Daughter of Gobinda Deb, By Faith - Hindu, By Nationality - Indian, By Occupation - Business, Of:- 171/A, Udayan Sarani, Nabanagar, Kanchrapara, Post Office Nabanagar, Police Station - Bizpore, District - North 24 Parganas, Pin Code - 743136, West Bengal, India;

3. "SRI BISWAJIT ROUTH" Aadhaar No.:- 9536 0381 9546, S/o Late Ram Chandra Routh, aged about 44 years By Faith - Hindu, By Nationality - Indian, By Occupation - Business, residing at Uttar Nanna Halisahar Station Road, Siddheswarbatki, P.S. Bizpur, Dist- North 24 Parganas , Pin- 743135, West Bengal;

4. "SRI BIMAL MAJUMDER" Aadhaar No.:- 4604 8647 6503 , S/o Surendranath Majumder , aged about 52 years By Faith - Hindu, By Nationality - Indian, By Occupation - Business, residing at 123/110/491, Col. K.P. Gupta Road, Halisahar, P.O. Nabanagar , P.S. Bizpur, Pin- 743136 West Bengal; hereinafter called the **DEVELOPERS** , (which expression shall unless be excluded or repugnant to the context be deemed to mean and include each of her respective legal heirs, successors, executors, administrators and assigns) on the **SECOND PART / OTHER PART.**

AND

..... , D/o (PAN No.....), ADDHAR CARD NO.), aged about years, By Faith - Hindu, By Nationality - Indian, By

Occupation – Housewife residing at

....., West Bengal, hereinafter called "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators and assigns) of the THIRD PARTIES /PURCHASERS

WHEREAS Land measuring about 02 Cottahs , Khatian No. 71, Dag No. 42/1862 , Mouza- Jethia , P.S. Bizpur, A.D.S.R.O. Naihati , Dist- North 24 Parganas had been purchased by Smt. Ava Rani Chowdhury vide sale deed no. 674 dt. 31/01/1968 registered at S.R.O. Naihati from Smt. Anima Rani Mukhopadhyay and Others and again land measuring about 06 Cottahs 07 Chataks 23 Sq.ft. being Khatian No. 71, Dag No. 42/1862 , Mouza- Jethia , P.S. Bizpur, A.D.S.R.O. Naihati , Dist- North 24 Parganas had been purchased by said Smt. Ava Rani Chowdhury vide sale deed no. 940 dt. 02/08/1975 registered at S.R.O. Naihati from Smt. Anima Rani Mukhopadhyay and others and said Smt. Ava Rani Chowdhurya got the total land measuring about 08 Cottahs 07 Chatk 23 Sq.ft. and standing structure thereon with specific boundaries On the North – House Of Dulal Ghosh ; On the South – 40 ft. K.P. Gupta Road; On the East – House of Sukhendu Acharya ; On the West- House of Ranjit Saha and subsequently executed deed of gift in favour of her son namely Sri Sankar Chaowdhurya being no. 150701264 dt. 19/02/2020 registered at A.D.S.RO. Naihati and also got L.R. Khatian No.5132 being L.R. Dag No. 42/1862 land measuring about 0.1400 acre and nature of the land bastu in his name and also got Municipal

Holding No.213, Panbasti, Ward No.24, under Kancharapara Municipality.

AND WHEREAS *Thus the land owner herein became the absolute owner of the above mentioned 0.1400 acre more or less together with standing structure thereon more fully described in the First schedule hereunder written and has been seized and possessed of the same without interruption of others.*

AND WHEREAS *the landowner mutated its name in the office of Kancharapara Municipality and has paid municipal taxes up to date against its name as absolute Owner and occupier thereof.*

AND WHEREAS *while enjoying the above mentioned 0.1400 acre more or less of land, the land owner mutated its name in the office of B.L & L.R.O and their names have been recorded.*

AND WHEREAS *with a view to developing and/or cause to be developed by constructing a multi storied building over the above mentioned land more fully and particularly described in the First schedule herein below and hereinafter called and referred to as the "said property", the Land owner herein approached the Developer and expressed its intention to develop the said property more fully described in the First Schedule hereunder written according to building plan sanctioned by Halisahar Municipality.*

AND WHEREAS *for such purpose the Land Owners of the First Part approached the Developer hereto for a joint venture in relation to construction of a multi storied building (G+4) on the First Schedule*

property in strict adherence to the building plan proposed to be sanctioned in the name of the Land Owners hereto by Halisahar Municipality exclusively and the Developer hereto agreed to proceed such construction.

AND WHEREAS *for such purpose the Land Owners of the First Part approached the Developer hereto for a joint venture in relation to construction of a multi storied building on the First Schedule property in strict adherence to the building plan proposed to be sanctioned in the name of the Land Owners hereto by Halisahar Municipality exclusively and the Developer hereto agreed to proceed such construction.*

AND WHEREAS *relying upon the representations and assurances of the above mentioned party hearing the land owner as the First party are agreed to enter upon the development Agreement with the Developers "MAA SARADA CONSTRUCTION a Partnership Firm being PAN No. ABZFM1347G Having its registered office at, 123/110/491, Col. K.P. Gupta Road, Halisahar, P.O. Nabanagar , P.S. Bizpur, Pin- 743136 as the Second party and they executed Registered Development Agreement being No. dt. and Registered Power of Attorney being No., dt. registered at A.D.S.R.O, Naihati.*

That as per the Partnership Agreement of the Developer the aforesaid developers are entitled to make the agreement with the third party / buyer / owner.

AND WHEREAS *the Building Plan (G+4) has been Sanctioned being no....., dt. by Naihati Municipality and accordingly building has been constructed.*

AND WHEREAS as per the aforesaid Registered Development Agreement the Developers constructed a (G + 4) multistoried building under the name and style of **MAA SARADA CONSTRUCTION'** and also as per aforesaid Registered Development Agreement the said multistoried building and subsequently after complying the said obligation and also as per the aforesaid Registered Development Agreement the rest portion of the said multistoried building allotted to the Developers and likewise Developers is entitled to sale the shop as mentioned in the Second Schedule of this Agreement for Sale.

ANDWHEREAS the Developer / Second Parts want to sale the shop as describe schedule B below at a consideration price of **Rs./- (Rupees)** only at a highest market price and being attracted the Purchaser agreed to purchase the said shop on the said consideration price and on the following terms and conditions as stated below after inspection of all relevant paper and documents of the Schedule Property and satisfied about the papers to the promises and after satisfaction of physical verification :-

NOW THIS DEED OF CONVEYANCE WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:-

a. The Developer / Second Parties shall sale and the Purchaser shall purchase and acquires said shop being no. on the floor, side measuringSq.ft. Carpet area (..... Sq.ft. built up area) including services area and proportionate share in the stair case which is fully described in Schedule "B" written hereunder together with permanent hereditary and absolute right of the use and occupation of the said shop and proportionate share of land fully described in the Schedule 'A' herein below and

together with other benefits as provisions of the West Bengal Apartment Ownership Act, 1972 for a total price of **Rs./- (Rupees)** only.

c. That the Purchaser shall pay to the Developer / Second Parts in the manner mentioned hereunder towards all costs and expenses including the remuneration for construction of the said shop to the owners to be borne by the Purchasers on the terms and conditions contained.

d. That the Vendors does hereby covenant with the Purchaser that the said shop agreed to be hereby sold is free from all encumbrances and free from any defect in title of any nature whatsoever and shall take all necessary steps at their cost to rectify any defect if found in future.

e. That the aforesaid shop being no. on the floor side measuring Sq.ft. Carpet area (..... Sq.ft. built up area) constructed by the Developers in according to the sanctioned plan of the Halisahar Municipality.

f. That the Purchasers do hereby covenant and agree with the owner that save and except as aforesaid the Purchaser shall at all times pay or cause to be paid his /her/ their share of taxes and outgoing proportionately so long the divisions of the shop is made separately and the shop is assessed separately .

g. The Purchaser shall not use shop in such manner, which may cause nuisance or annoyance to the other occupation nor shall use the same for any illegal or immoral purposes.

h. That the Purchaser shall not throw or accumulate any dirt, rubbish or other refuses. He/she/they shall have to accumulate the

refuses in special receptacles for the common use of the flat / shop owner.

i. That the Purchaser shall not keep store in the said shop any inflammable. Combustible or any offensive article, which shall be or constitute any nuisance or annoyance to the occupation of the other the said building .

l. That the Developer / Second Parts shall provide water and necessary electrical points to the said shop. The Developer / Second Parts shall install electric meter and the cost shall be borne by the Purchaser.

*m. That the Purchasers shall have to pay the consideration cost of the flat is **Rs./- (Rupees) Only.***

n. From and after the date of receipt of delivery of possession of the said flat room the Purchaser shall not be entitled to raise any objection in respect of internal decoration and/or construction and/or fittings and fixture excepting the structural objects.

ANDWHEREAS *as per the aforesaid Registered Development Agreement the Developers constructed a (G + 4) multistoried building under the name and style of 'A B C Abasan '.*

ANDWHEREAS *the Developer / Second Parts want to sale the shop as describe below at a consideration price **Rs./- (Rupees) Only** at a highest market price and being attracted the Purchaser agreed to purchase the said shop on the said consideration price and on the following terms and conditions as stated below after inspection of all relevant paper and documents of the Schedule Property and satisfied about*

the papers to the promises and after satisfaction of physical verification :-

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of bastu land measuring about 8 Cottahs 7 Chittacks 23 Sq.ft. or 0.1400 acre more or less with standing structure thereon ,being L.R. Dag No. 42/1862, L.R. Khatian No. 5132, J.L. No. - 16, Mouza - Jethia, lying & situated :- Holding No. 213, K.P. Gupta Road, Panbasti , Post Office - Nabanagar , under Ward No. 24, within the limits of Kancharapara Municipality, Police Station Bizpur, A.D.S.R.O. Naihati, District - North 24 Parganas, Pin Code 743136, West Bengal.

BUTTED AND BOUNDED BY

On the North: House Of Dulal Ghosh ;

On the South : 40 ft. K.P. Gupta Road;

On the East : House of Sukhendu Acharya ;

On the West : House of Ranjit Saha ..

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said shop)

ALL THAT the piece and parcel of one self compact and Contained shop being no. measuring about more or less Sq.ft. Carpet area (..... Sq.ft. built up area) at the on the floor side at of multi storied building (G+4) "A B C Abasan ' along with undivided Proportionate share of land underneath out of a piece

and parcel of well demarcated Bastu land measuring about 8 Cottahs 7 Chittacks 23 Sq.ft. or 0.1400 acre more or less with standing structure thereon ,being L.R. Dag No. 42/1862, L.R. Khatian No. 5132, J.L. No. - 16, Mouza – Jethia, lying & situated :- Holding No. 213, K.P. Gupta Road, Panbasti , Post Office – Nabanagar , under Ward No. 24, within the limits of Kancharapara Municipality, Police Station Bizpur, A.D.S.R.O. Naihati, District - North 24 Parganas, Pin Code 743136, West Bengal., in the name and style " A B C Abasan" having all common amenities, facilities and obligations thereto, more fully described and written in the THIRD & FORTH SCHEDULES including common rights butted and bounded by:-

On the North :

On the South :

On the East :.

On the West :

AND WHEREAS a consideration value of **Rs./-** **(Rupees) Only** to be paid by the Purchaser to the Second Parties/Developers in accordance with the Schedule hereinafter written free from all sorts encumbrances.

AND WHEREAS said Schedule mentioned property is good and marketable and free from all encumbrances and said Vendor have saleable right, title and interest therein.

AND WHEREAS the Vendors/First Parties herein has decided to sell the Scheduled mentioned property and the Purchasers being interested party herein has approached the Vendors/First Parties for purchase and transfer of the Scheduled mentioned property and offered them to purchase the same.

AND WHEREAS the Vendors/First Parties herein accepted the said offer and has agreed to sell the Scheduled Mentioned Property at or for the consideration of **Rs...../- (Rupees)** **Only.**

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS : -

a) The interest which the Vendors do hereby process to transfer subsists and that they have good right full power absolute authority and indefeasible title to grant convey transfer assign and assure the said Schedule Mentioned Property hereby granted, conveyed, transferred, assigned and assured unto the Purchasers in the manner aforesaid.

b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into upon hold and enjoy the said Schedule Mentioned Property and to receive the rents, issues, usufructs and profits thereof without any interruption hindrance claim or demand or disturbance whatsoever from or by the Vendors.

c) That the said Schedule Mentioned Property is free and discharged from and against all manner or encumbrances whatsoever.

d) The Vendors shall from time to time and at all times hereafter on every reasonably request and at the cost of the Purchasers make do acknowledge execute and perform all such further and other lawful and reasonable acts Deeds, conveyances matters and things whatsoever for better or more perfectly use of

the said Schedule Mentioned Property unto the Purchasers in the manner aforesaid as shall or may be reasonably required.

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

SIGNED AND DELIVERED IN THE PRESENCE OF

WITNESSES

1.

*SIGNATURES OF THE VENDOR for them
and also as Power of Attorney Holders on
behalf First Party / Owner*

2.

*SIGNATURE OF THE SECOND
PARTIES/DEVELOPERS*

SIGNATURE OF THE PURCHASER

Drafted by me

(ADVOCATE)

MEMO OF CONSIDERATION

WITNESSES

1.

*SIGNATURES OF THE VENDOR for them
and also as Power of Attorney Holders on
behalf First Party / Owner*

2.

*SIGNATURE OF THE SECOND
PARTIES/DEVELOPERS*

SIGNATURE OF THE PURCHASER

Drafted By :
Name:

(ADVOCATE)