

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this ..... day of .....2026  
[TWO THOUSAND TWENTY SIX]

**BETWEEN**

**VINAYAK DEVELOPERS**



**Partner**

**SHRI SHIBNATH GUHA MAJUMDAR**, having PAN - ADAPG9355K, Son of Late Adhir Kumar Majumdar residing at 216 Kali Bari 2<sup>nd</sup> Lane, P.O. New Barrackpore, P.S. - Khardah, District – North 24 Parganas, PIN- 743276, by Religion – Hindu, by Nationality- Indian, by Occupation - Retired Person, hereinafter called and referred to as **LANDOWNER / VENDOR** (which expression shall unless repugnant to the context otherwise meaning he deemed to mean and include his legal heirs, successors, administrators and/or assign) the party of the **FIRST PART**

The Vendor is represented by their Constituted Attorneys **1) SRI SATYAKI GHOSH**, having PAN - BBIPG8455K, son of Tapan Kumar Ghosh, permanent resident of 49 Main Road (East), P.O. - New Barrackpore, P.S. - New Barrackpore (formerly under the control of Gholia P.S.), District - North 24 Parganas, Kolkata -700131 and **(2) SMT PRIYANKA DHAR**, having PAN HBTPS5777R, wife of Sri Pradip Dhar, daughter of Ashok Samanta, residing at Village - Teghoria, P.O. - Jugberia, P.S. - Gholia, District - North 24 Parganas, Kolkata - 700110, both are by nationality- Indian, by faith- Hindu, by occupation- Business, by virtue of a registered Development Agreement cum Development Power of Attorney being No. 150108616, date 26/12/2024 duly registered in the office of the D.S.R.- I, North 24 Parganas Barasat, and recorded in Book No. - I, Volume No - 1501 - 2025, copied in the Pages from 4531 to 4566 for the year 2024.

AND

"VINAYAK DEVELOPERS" [PAN-AAQFV0308Q], a Partnership Firm, having its Registered Office at 56, Kalibari Girls' School Road, P.O. - New Barrackpore, P.S. - New Barrackpore (formerly under the control of Ghola P.S.), District - North 24 Parganas, Kolkata - 700131, represented by its Partners namely **1) SRI SATYAKI GHOSH**, having PAN - BBIPG8455K, son of Tapan Kumar Ghosh, permanent resident of 49 Main Road (East), P.O. - New Barrackpore, P.S. - New Barrackpore (formerly under the control of Ghola P.S.), District - North 24 Parganas, Kolkata -700131 and **(2) SMT PRIYANKA DHAR**, having PAN HBTPS5777R, wife of Sri Pradip Dhar, daughter of Ashok Samanta, residing at Village - Teghoria, P.O. - Jugberia, P.S. - Ghola, District - North 24 Parganas, Kolkata - 700110, both are by nationality- Indian, by faith- Hindu, by occupation- Business, hereinafter referred to as the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and the heirs and successors-in-office, legal representatives and assigns) of the Party of the **SECOND PART**.

**AND**

....., having PAN- ....., Epic No. ...., Aadhaar No- ....., Son of ....., by Nationality – Indian, by religion ....., by profession – ....., residing at ..... P.O. – ....., P.S ....., PIN- ....., Dist- ..... West Bengal, hereinafter called and referred the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, successors, executors, administrators, legal representatives and assigns) of the Party of the **THIRD PART**.

**WHEREAS** the Government of West Bengal (hereinafter referred to as 'the Government') acquired, by making a Notification being No. 708 L. Dev. dated 18th January, 1951 which was published at page 247, part - I of the Calcutta Gazette dated 1st February, 1951 under section 4 of the West Bengal Land Development and Planning Act. 1948, by making a Declaration being No. 16362 - L. Dev, dated 30th August, 1957 under section 6 of the aforesaid Act which was published at page - 3528 of the Calcutta

Gazette, Part -1 dated 30 August, 1957, C.S. plot Nos. in Mouzas Masunda J.L. 34 and Aharampur, J.L. 35 under P.S. Khardah, Dist: 24 Parganas (now North 24 Parganas) measuring more or less 87.785 acres for Public purpose viz. for the settlement of immigrants who had migrated into the State of West Bengal on account of circumstances beyond their control and for the establishment of a model colony for creation of better living conditions.

**AND WHEREAS** possession of the said lands with tanks and other watery areas was duly taken under the provision of the said Act, by the Government and title of the said lands thereupon, vested in the State of West Bengal free from all encumbrances in terms of Section 8(i) (a) of the said Act.

**AND WHEREAS** by an Agreement which was executed by and between the NEW BARRACKPORE CO-OPERATIVE HOME LTD. (formerly New Barrackpore Co-operative Colony Society Ltd.), hereinafter referred to as "the Society" and the Government, on the 29<sup>th</sup> November, 1951 (hereinafter referred to as "the said Agreement") the Society agreed to pay to the Government all compensation to be awarded and all costs, charges and expenses payable in respect of the said acquisition and to complete a housing scheme including all works of Development as set forth in the Scheme, within a period of three years from the date on which possession of the land was allowed by the Government and the Government agreed to do and execute all such acts and deeds as would be necessary and proper, for vesting the said lands in the said lands would be given to the Society or within such extended period as might be agreed to by the Society.

**AND WHEREAS** the Government, thereafter, empowered the Society under Sub-section (2) of Section 10 of the West Bengal Land Development and Planning Act 1948, to execute at its own cost, a development scheme of the aforesaid lands and to dispose of the said lands comprised therein as- per terms and conditions embodied in the said AGREEMENT.

**AND WHEREAS** the Society completed the said development work in accordance with the layout plan and the terms and conditions of the said AGREEMENT inter alia, by way of executing the development scheme in the said 87.785 acres of land and allotting the plots of land as shown in the Development plan of the said scheme amongst the members of the Society who were all refugees from the then Eastern Pakistan (now in Bangladesh), after setting apart 28.40 acres of land out of the land common to scheme Nos. I and III of the said Development Plan to be used for common purpose of Schemes Nos. I and III.

**AND WHEREAS** the Government approved the total cost of the scheme as well as the price of individual plots at which the Vendor proposed and agreed to allot the plots to respective allottees under their Memo No. 878 - L Dev, dated 18.1.1958 of the Land and Land Revenue Department, Land Development Branch, Government of West Bengal.

**AND WHEREAS** the allottee being admitted into membership of the Society was allotted a plot of land measuring an .area of 05 Cottahs approximately, in C.S. Dag No. 276 R.S. Dag No. 1969, J.L. No. 35, Scheme No. 1, Khatian No. 1247 of Mouza Aharampur under the Development Scheme **(by way of transfer from the earlier member allottee Shri Adhir Kumar Majumdar)** by the Society and the allottee is in possession of the said plot since 12.09.1996.

**AND WHEREAS** the allottee predecessor in interest namely Sri Shibnath Guha

Majumdar (the Owner herein) of the allottee (.....) paid a total amount of Rs...../- (Rupees.....) only for the said plot;

**AND WHEREAS** the Society in terms of the said AGREEMENT paid a total amount of Rs...../- (Rupees ..... ) only to the Government on account of compensation in respect of the acquisition of the said land under the aforesaid Act and all costs, charges and expenses of the proceedings in connection with such acquisition, as per demands made by the Government from time to time.

**AND WHEREAS** the Society, thereafter, requested the State of West Bengal to execute a proper Deed of Conveyance in favour of the Society for the purpose of vesting the said lands in the Society in accordance with the said Agreement.

**AND WHEREAS** in pursuance of the said agreement, the Governor of the State of West Bengal granted, transferred, conveyed and assigned unto the Society by an Indenture dated the 1<sup>st</sup> February, 1996 which was registered with the District Registrar, North 24 Parganas, Barasat on the 8<sup>th</sup> February, 1996, being Deed No, 968 of 1996 of the said registration office, all the pieces and parcels of land measuring a total area of 87.785 acres in Mouza Masunda, J.L. No. 34 and in in Mouza Aharampur, J.L. No. 35, both under P.S. Khardah; Dist. North 24 Parganas, contained in C.S. Plot numbers and to hold unto, the Society absolutely, free of revenue and free from encumbrances the said lands but subject to the terms and conditions contained in the said Indenture of Conveyance together with modification made by the Government of West Bengal, Land and Land Reforms Department, Land Reforms Branch Notification No. 2705- L.Dev. / 5D-4/92 dated 9<sup>th</sup> April, 1997 as Published in the Calcutta Gazette, Part I dated 10<sup>th</sup> April 1997 forming Part of the said Deed.

AND WHEREAS by a registered Deed of Conveyance dated 22.08.1997 recorded in Book no. I, Volume no. 143, Pages 38 to 43, Being no. 6959 for the year 1997, made between said New Barrackpore Co-operative Homes Ltd. (formerly New Barrackpore Co-operative Colony Society Ltd.), therein referred to and called as the SOCIETY of the One Part therein and Sri Shibnath Guha Majumdar, therein referred to and called as the ALLOTTEE of the Other Part and registered in the office of the D.S.R. North 24 Parganas, Barasat, the Society, allotted and transferred unto the Allottee therein (being Land Owner herein) **ALL THAT piece and parcel of Bastu land measuring more or less 05 Cottahs or 8.25 decimals more or less (08 dec. as per record) situated at Mouza - Aharampur, J.L. No. 35, comprised in R.S. Khatian No. 1247, C.S. Dag No. 276, .R.S. Dag No. 1960, L.R. Dag No. 1263 under P.S. Khardah, Dist. North 24 Parganas in its Municipal Jurisdiction of New Barrackpore Municipality, Ward No. 2, marked as Holding No. 216, Kalibari 2<sup>nd</sup> Lane** more fully and particularly described in the First Schedule hereunder written .and the possession of the said plot of land was duly handed over to the said Allottee namely **Sri Shibnath Guha Majumdar**, being the present Land Owner herein.

AND WHEREAS after purchasing the land in the manner as aforesaid the present Owner namely Sri Shibnath Guha Majumdar recorded his name in the L.R. settlement operation under **L.R. Khatian No. 1849 (Sri Shitmath Guha Majumdar)** and also mutated his name before the concerned **New Barrackpore Municipality, Ward No. 2, Holding No. 216, Kalibari 2<sup>nd</sup> Lane (Ward No. 02)** and by paying rent and taxes before the concerned authorities said Sri Shibnath Guha Majumdar seized and possessed the same without any encumbrances and the **LAND OWNER** herein seized, possessed and enjoying the same without any interruption and the said property is free from all encumbrances, liens, charges, mortgage etc. and have transfer, sale, gift, develop, liens, mortgage in any manner whatsoever to any third party whomsoever.

AND WHEREAS with a view to develop the property by raising multi – storied building, the Landowner herein have entered into a **Development Agreement cum Development Power of Attorney** being No. 150108616, date 26/12/2024 duly registered in the office of the D.S.R.- I, North 24 Parganas Barasat, and recorded in Book No. - I, Volume No - 1501 - 2025, copied in the Pages from 4531 to 4566 for the year 2024 with the **DEVELOPER herein** under some terms and conditions mentioned thereon unto the favour of the Partners of the Developer firm herein empowering themselves to sell, convey and / or transfer their respective allocation unto or in favour of intending person or persons as the Vendor will think fit and proper.

**AND WHEREAS** with intent to develop their Land Property and to construct new multi storied building, the Land Owners herein obtained a multi-storied Building construction Sanction Plan from the appropriate authority vide Plan No. .... dated .....

**AND WHEREAS** in accordance with the said sanctioned Plan the Developers herein constructed said multi-storied Building namely "**SWAPNA RESIDENCY**" on the captioned property and now it is in habitable nature together with the facilities of water and Electricity connection.

Be it mentioned here that as per Development Agreement the Land Owner will get HIS allocation out of the total constructed area along-with all right, title and interest, use of the common parts and facilities along-with undivided un-demarcated proportionate share of land as per the sanctioned building plan and the Developers will get remaining constructed area out of total constructed area along-with all right title interest along-with use of the common parts and facilities along-with undivided un-demarcated proportionate share of land as per the sanctioned building plan,

**AND WHEREAS** by virtue of the said Development Agreement, cum development Power of Attorney in favour of the Partners of the "**VINAYAK DEVELOPERS**", the Developer herein entitled to sell out the Developer's Allocation of Residential Flats (Except Land Owner's allocation, which is reserved only for the Owner).

**AND WHEREAS** the Developer hereby intends to sell out the Flats from the Developer's Allocation save and except the Land Owner's allocation, to the prospective buyer/buyers as clearly mentioned in the said Development Agreement.

**AND WHEREAS** the purchaser above named has duly inspected all the Title Deed and relevant documents of the said Vendor relating to the said plot of Land and sanctioned Plan and has satisfied themselves with reward thereto and also in respect of the areas, dimensions, measurements, specifications and other details whatsoever concerning the said Building, Flats and other spaces to be erected thereat.

**AND WHEREAS** the Purchaser above named approached to the Developer and expressed their willingness to purchase **ALL THAT** one self-contained residential **flat in the ..... Floor of the said multi - storeyed building identified as Flat - .....measuring with Carpet area ..... Sq.ft, Covered Area ..... square feet corresponding to Super Built-up area of ..... square feet be the same a little more or less** together with the proportionate undivided interest or share on the land, along with proportionate share of common areas and facilities of the said building, mentioned in the second schedule hereinafter written against the total consideration of **Rs...../- (Rupees .....)** only , which to be paid by the Purchaser to the Developer on instalments mentioned in the Third Schedule hereinafter written.

**AND WHEREAS** according to the proposal of the Purchaser above named, the Vendors & Developers herein jointly agreed to sell **ALL THAT** one self-contained

residential flat in the .....Floor of the said multi - storeyed building identified as Flat - .....measuring with Carpet area ..... Sq.ft, Covered Area..... square feet corresponding to Super Built-up area of.....square feet be the same a little more or less together with the proportionate undivided interest or share on the land, along with proportionate share of common areas and facilities of the said building, mentioned in the second schedule hereinafter written against the total consideration of Rs...../- (Rupees.....) only and entered into an Agreement for Sale executed on .....

AND WHEREAS the said one self-contained residential ALL THAT one self-contained residential flat in the .....Floor of the said multi - storeyed building identified as Flat - .....measuring with Carpet area ..... Sq.ft, Covered Area..... square feet corresponding to Super Built-up area of.....square feet be the same a little more or less hereinafter called and referred to as the SAID UNIT.

NOW THIS DEED OF INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said Sum of Rs...../- (Rupees .....) only of Indian lawful money paid by the Purchaser to the Developers and/or before the execution of this Present acknowledge and the Vendors & the Developers do hereby as beneficial Owner, grant, convey, transfer, assign and assure to the Purchaser ALL THAT one self-contained residential flat in the ..... Floor of the said multi - storeyed building identified as Flat..... measuring with Carpet area ..... Sq.ft, Covered Area ..... square feet corresponding to Super Built-up area of .....square feet be the same a little more or less, which is fully mentioned in the SECOND SCHEDULE here under together with undivided proportionate share and interest in the land underneath the said building fully mentioned in the FIRST SCHEDULE here under including all easement right over the all common parts and common portions with the other Flat Owners in the said

Premises fully mentioned in the THIRD SCHEDULE called and referred to as the SAID UNIT and also to use the common portions with the co-owners in the said Building for the purpose of egress and ingress and from the main Municipal Road and for other purpose which are mentioned in the THIRD SCHEDULE hereunder along with the common liabilities i.e. rents, leases, profits, taxes and maintenance in connection with the undivided proportionate share of the land comprised in the said Building fully mentioned in the FOURTH SCHEDULE hereunder, ALL the right, title and interest on the Property, demand and claims that if so the Vendor and the Developers into out of or upon the said undivided proportionate share of Land and / or interest so to be and after part of parts thereof respectively together with their and other of their respective Rights and appurtenances whatsoever to and from the Purchaser free from all encumbrances Trusts, liens, attachments, whatsoever save those expressly mentioned herein and together with easement or quasi easements and other stipulations and provisions more-fully and particularly described hereinafter and mentioned and referred to as the easement rights in connection with the beneficial use and enjoyment of the said undivided proportionate share in the said Land and the said unit / Flat has mentioned hereunder TO HAVE AND HOLD the said undivided proportionate share of the said land and the said unit as mentioned hereunder and common parts and portions and easements rights in the common as aforesaid and the SAID UNIT granted to the purchaser sold, conveyed, transferred, assigned and assured every part of parts (thereof respectively absolutely and forever) including unfettered transfer by way of mortgage, gift, sale, lease-out and / or rent or otherwise.

**THE VENDORS AND DEVELOPERS EACH OF THEM DO HEREBY COVENANT WITH THE PURCHASER AS**

- 1) The interest which the Vendors and Developers profess to transfer subsists and that they have good right, full and absolute authority to grant, convey, transfer,

assigned and assure their respective interest in the said common parts and portions easement rights, electrical installations and other parts, paths, passages, entrances, and all other properties and rights in the said land and assured unto the Purchaser in the aforesaid manner.

- 2) It shall be lawful for the purchaser from time to time and at all times hereafter to enter into and upon the holding enjoy the said unit and undivided and/or the proportionate share in the said Land including the common parts and common portions, paths, passages, electric installation and other common portion, driveway in the said Building and every part thereof and to receive the rents issues profits thereof without any interruption, disturbance, claims and / or demands whatsoever from or by the Vendors and Developers or any of them or any persons claiming through or under or in trust for them.
- 3) The Vendor and Developers each one of them shall from time to time and all times herein after upon every reasonable request and at the costs and expenses of the purchaser make do acknowledge, execute and perfect all such further and perfectly the said unit and undivided proportionate share of the said land including the common parts and portions and easement rights, electrical installations, common side backspaces and other common parts thereof unto the purchaser in the manner aforesaid and as shall or may be reasonably required.
- 4) That the purchaser shall use the said residential ownership one self-contained residential flat of the said multi storeyed building identified as **ALL THAT one self-contained residential flat in the ..... Floor of the said multi - storeyed building identified as Flat - .....measuring with Carpet area.....Sq.ft, Covered Area ..... square feet corresponding to Super Built-up area of .....square feet be the same a little more or less** for residential purpose.

- 5) That the purchaser shall also likewise pay from the date of the possession of the said unit and the proportionate share of the consolidated municipal taxes which shall be payable from time to time and all other impositions including the betterment fees, if any, in that behalf which shall be deemed between purchaser and all other purchaser and / or Owners and/or occupiers of the said building no abatement shall be allowed in the respect of the said undivided share in the said land and the said unit in common used the enjoyment of the taxes and impositions liable in respect of the both the said land and building and the comprises premises.
- 6) As and when the Association shall be formed and the purchaser shall sign and execute from time to time and all time and when required necessary application for membership of the said association and all other papers and document required time to time in connection with the same in accordance with the relative provision of all and / or direction that shall be given by the authority concerning such Association.

**THAT THE PURCHASER SHALL DO THE FOLLOWING:**

- 1) To keep at his own costs and expenses the said Flat and every part thereof and all fixtures and fittings therein of exclusively in the unit compressed therein properly painted and in good repairs and in the best and clean conditions and as a decent and respective place for Residential purpose.
- 2) To use the said Flat and all common parts and portions carefully and peacefully and equally and in the manner reasonably required and indicated herein on in the rules and regulations framed by the developer for the user thereof.
- 3) To use all the paths, passages, entrances, driveways, staircase save those reserved hereunder by the Developers only for the purpose of egress and ingress and for no other purpose whatsoever unless permitted by the Developer and Association upon its formation.





- 6) Boundary wall and main gates
- 7) Such other common parts, equipments, installations fixtures, fittings and space in or about the said building as are necessary for use and occupation of the flat/unit in common and as are specified by the Developer expressly to be the common parts after construction of the building but the Purchaser has the proportionate rights, title and interest on the final roof of the building.

It is clarified that the common portion shall includes the open space reserved in the said land surrounding the said building left open as per building regulations. The roof and the parapet walls of the building will also be part of common portion for the co-owner of the building. The co-owners are not entitled to make any kind of temporary or permanent construction on the roof of the building or the common passage.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
(COMMON EXPENSES)

- 1) All costs of maintenance operating replacing washing painting re-building re-construction, decoration re-decorating and lighting the common parts and also the walls on the building.
- 2) The salaries of the entire person employed for the said purpose.
- 3) Insurance premium for insurance of the building against earth quake, fire lighting mob violence, civil commotion and damage etc. if required.
- 4) Corporate taxes, multi storied building tax and other outgoings save those separately assessed on the respective flats/units.
- 5) All charges and deposits for, suppliers of common facilities and utilities.

- 6) Costs and charges for maintenance and for watch and ward staff.
- 7) All litigation expenses for protecting the title of the land with building.
- 8) The expenses incurred for maintaining the office for common expenses.
- 9) All expenses mentioned as above shall be proportionate borne by the co purchaser on and from the date of taking charges and occupation of their respective units.

**IN WITNESS WHEREOF** we have hereunto set and affixed our respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

**SHRI SHIBNATH GUHA  
MAJUMDAR**

in presence of :-

Represented by his constituted Attorney

**WITNESSES :**

1.

1)

2)

2.

---

SIGNATURE OF THE VENDORS

18

1)

Drafted by :

**Supratik Ghosh**

Advocate

District Judges' Court

At Barasat, N 24 Pgs.

Enrollment No.

F/2857/2590/2023

2)

Partners of "VINAYAK DEVELOPERS"

---

SIGNATURE OF THE DEVELOPER

**Composed by :**

Koushik . Biswas

Barasat Court.

---

SIGNATURE OF THE PURCHASER

**MEMO OF CONSIDERATION**

RECEIVED with thanks from the abovementioned Purchaser a sum of **Rs...../-**  
**(Rupees .....)** only towards the total consideration of the fiat  
together with proportionate undivided interest or share of the land along with all  
proportionate rights on all common areas and facilities mentioned in the Second  
Schedule hereinbefore as per Memo given below :-

Date	Mode of Payment	Amount (Rs.)
<b>Total : Rs...../-</b> <b>(Rupees .....)</b> only		

WITNESSES :

1)

1.

**VINAYAK DEVELOPERS**



Partner

2)

Partners of "VINAYAK DEVELOPERS"

2.

---

SIGNATURE OF THE DEVELOPERS