

DEED OF CONVEYANCE

THIS DEED OF INDENTURE executed this day of **June**
TWO THOUSAND TWENTY FOUR (2024) of the Christian Era.

BETWEEN

SRI GOUR GOBINDA BASAK having Pan No-DUOPB5827B and Aadhaar Card No-7580 5225 5282 son of Late Radha Gobinda Basak by faith Hindu by Profession Business by Nationality Indian residing at 260, A.C. Sarkar Road, P.O.-Dakshineswar, P.S.-Belghoria, Kolkata-700076, District-North 24 Parganas hereinafter called and referred to as the **LAND OWNER/VENDOR** (which such expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and/ or assigns) of the **FIRST PART** represented by his Constt. Attorneys namely **1.SRI SATI NATH NAG** having Pan No-ADRPN0196Q son of Late Bhola Nath Nag by faith Hindu by Profession Business by Nationality Indian residing at 18/3/6B, Kumud Ghosal Road, P.O-Ariadaha, P.S.-Belghoria, Kolkata-700057, District-North 24 Parganas **2.SRI ARITRA GHOSH** having Pan No-BKMPG6538G son of Late Swapan Ghosh by faith Hindu by Profession Business by Nationality Indian residing at 3/5, A.C. Sarkar Road, P.O.-Dakshineswar, P.S.-Belghoria, Kolkata-700076, District-North 24 Parganas by a registered Development Power of Attorney dated 20/02/2020 bearing Book No-I, Volume No-1526-2020, Pages from 23206 to 23226, Being No-152600686 for the year 2020 registered before the Office of the A.D.S.R Belghoria.

AND

M/S RADHA KRISHNA CONSTRUCTION a Private Partnership Firm having its Office at 18/3/6B, Kumud Ghosal Road, P.O.- Ariadaha, P.S.-Belghoria, Kolkata-700057, District-North 24 Parganas represented by its two Partners namely:-

1.SRI SATI NATH NAG having Pan No-ADRPN0196Q son of Late Bhola Nath Nag by faith Hindu by Profession Business by Nationality Indian residing at 18/3/6B, Kumud Ghosal Road, P.O.- Ariadaha, P.S.-Belghoria, Kolkata-700057, District-North 24 Parganas **2.SRI ARITRA GHOSH** having Pan No-BKMPPG6538G son of Late Swapan Ghosh by faith Hindu by Profession Business by Nationality Indian residing at 3/5, A.C. Sarkar Road, P.O.- Dakshineswar, P.S.-Belghoria, Kolkata-700076, District-North 24 Parganas hereinafter called and referred to as the **DEVELOPER** (which such expression shall unless excluded by or repugnant to the context be deemed to mean and include its partners and their respective heirs, executors, administrators, legal representatives, successor-in-office and/ or assigns) of the **SECOND PART**.

AND

SRI TAPAN KUMAR MONDAL son of Late Bechuram Mondal by faith Hindu by Profession Service by Nationality Indian residing at Ichapur Nawabgunj, Surbazar, Dr. Para Lane, Pin Code-743144, West Bengal hereinafter called and referred to as the **PURCHASER** (which such expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors,

administrators, legal representatives, successor-in-office and/ or assigns) of the **THIRD PART**. recorded as follows:

WHEREAS one Gobinda Rani Basak (since deceased) during her life time was seized and/or possessed of/or otherwise sufficiently entitled to fee simple in possession over **ALL THAT** piece or parcel of bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) together with one storied brick built building standing thereon which is situated at Mouza-Dakshineswar, P.S.-Belghoria, District-North 24 Parganas, J.L No-4, R.S No-1, Touzi Nos-63,163,166,168 & 222 comprised in Dag No-1223, under Khatian No-1173, Ward No-15, Holding No-708, Premises No-260, A.C. Sarkar Road, P.O-Dakshineswar, Kolkata-700076 under the limits of the Kamarhati Municipality.

AND WHEREAS while the aforesaid Gobinda Rani Basak was seized and/or possessed the above said property mutated her name in the records of the Kamarhati Municipality and Govt. Sheresta.

AND WHEREAS while the aforesaid Gobinda Rani Basak was seized and/or possessed the bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) together with brick built building and structures died intestate on 21/06/1992 leaving behind her, her only son Radha Gobinda Basak so, after her death her above said property devolved upon her only son according to the Indian Hindu Succession Act 1956 as amended up to date.

AND WHEREAS while the aforesaid Radha Gobinda Basak was seized and/or possessed the bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) together with one storied brick built building died intestate on 03/10/2016 leaving behind him, his wife Smt. Bijay Laxmi Basak, son Sri Gour Gobinda Basak and two married daughters namely 1.Smt. Sonali Bera 2.Smt. Srabani Sil so, after his death his above said property devolved upon his wife, son and two married daughters in equal share according to the Indian Hindu Succession Act 1956 as amended up to date.

AND WHEREAS while the aforesaid 1.Smt.Bijay Laxmi Basak 2.Sri Gour Gobinda Basak 3.Smt.Sonali Bera 4.Smt. Srabani Sil are jointly seized and/or possessed the above said property, the aforesaid 1.Smt.Bijay Laxmi Basak 2.Smt. Sonali Bera 3.Smt. Srabani Sil are jointly gifted their undivided and/or undemarcated 3/4th share of the bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) together with one storied brick built building standing thereon in favour of Sri Gour Gobinda Basak by a registered Deed of Gift dated 20/02/2020 bearing Book No-I, Volume No-1526-2020, Pages from 22531 to 22559, Being No-152600678 for the year 2020 registered before the Office of the A.D.S.R Belghoria.

AND WHEREAS thus the present Vendor/Landowner Sri Gour Gobinda Basak became the full and absolute owner of bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) together with one storied brick built building standing thereon.

AND WHEREAS while the present Landowner/Vendor is seized and/or possessed the said property mutated his name in the records of the Kamarhati Municipality.

AND WHEREAS since then the present Landowner/Vendor has been enjoying the said bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) together with one storied brick built building free from all encumbrances, interferences and disturbances of any other person or persons whatsoever.

AND WHEREAS in order to commercially exploit the said property the present Landowner/Vendor is willing to develop the bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) by constructing a multi-storied building thereon according to the plan to be sanctioned by the Kamarhati Municipality.

AND WHEREAS by a registered Development Agreement dated 20/02/2020 bearing Book No-I, Volume No-1526-2020, Pages from 22305 to 22388, Being No-152600684 for the year 2020 registered before the Office of the A.D.S.R Belghoria, where the present Landowner/Vendor appointed to **M/S RADHA KRISHNA CONSTRUCTION** to develop the said bastu land by constructing a multi-storied building thereon according to the plan to be sanction by the Kamarhati Municipality.

AND WHEREAS in terms of the said Development Agreement dated 20/02/2020, the present Developer **M/S RADHA KRISHNA CONSTRUCTION** have obtained a propose multi-storied building

plan, which plan duly sanctioned by the Kamarhati Municipality vide Building Plan Sanction No-290/20-21 dated 30/06/2021.

AND WHEREAS thereafter the aforesaid Developer **M/S RADHA KRISHNA CONSTRUCTION** have commenced the construction works of the propose multi-storied brick built building upon the said land in accordance with the said sanctioned plan and also gave drive to find out prospective buyer or buyers in respect of the propose flats/shops etc.

AND WHEREAS the purchaser approached to the Developer and expressed his willingness to purchase one residential ownership self-contained North-East Side Flat on the Third Floor measuring super built up area of 748 sfts (approx.) together with undivided and/or proportionate share or interest in the land comprised in the said premises including all easement right over all common parts and common portions of the said premises.

AND WHEREAS according to the proposal of the purchaser, the Vendor and Developer jointly agreed to sell absolutely **ALL THAT** piece or parcel of one residential ownership self-contained North-East Side Flat on the Third Floor measuring super built up area of 748 sfts (approx.) together with undivided and/or proportionate share or interest in the land comprised in the said premises including all easement right over all common parts and common portions of the said premises.

AND WHEREAS by an Agreement for Sale dated 22/01/2024, where the present Vendor and Developer jointly agreed to sell absolutely and the purchaser agreed to purchase **ALL THAT** piece

or parcel of one residential ownership self-contained North-East Side Flat on the Third Floor measuring super built up area of 748 sfts (approx.) fully mentioned in the **SECOND SCHEDULE** hereunder written, together with undivided proportionate share or interest in the land underneath the said building mentioned in the **FIRST SCHEDULE** hereunder written including all common parts and portions mentioned in the **THIRD SCHEDULE** hereunder written free from all encumbrances at/or for the price of consideration money of **Rs.32,00,000/-** (Rupees Thirty Two Lakhs only).

AND WHEREAS the said residential ownership self-contained North-East Side Flat on the Third Floor measuring super built up area of 748 sfts (approx.) hereunder called and referred to as the **SAID UNIT**.

NOW THIS DEED OF INDENTURE WITNESETH that in pursuance of the said agreement and in consideration of the said sum of **Rs.32,00,000/-** (Rupees Thirty Two Lakhs only), of the Indian lawful money paid by the **PURCHASER** to the **DEVELOPER** on/or before the execution of these presents the receipt whereof the **DEVELOPER** hereby admit and acknowledge and the **VENDOR** and **DEVELOPER** do hereby as beneficial owner grant, convey, transfer, assign and assure their respective right, title and interest to the **PURCHASER, ALL THAT** piece or parcel of one residential ownership self-contained North-East Side Flat on the Third Floor measuring super built up area of 748 sfts (approx.) fully mentioned in the **SECOND SCHEDULE** hereunder written, together with the undivided proportionate share or interest in the

land underneath the said building fully mentioned in the **FIRST SCHEDULE** hereunder written including all common area facilities and 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** hereunder written hereinafter 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 Municipal Road namely **A.C. SARKAR ROAD**, and for other purposes which are mentioned hereunder written along with the common liabilities i.e., rents, issues, profits, taxes and maintenance in the connection with the undivided and/or proportionate share of the land aforesaid mentioned hereunder written with all the right, title and interest of the property or part thereof respectively together with their and others respective rights whatsoever to and from the **PURCHASER** free from all encumbrances, trust, liens, attachments, whatsoever (save those expressly mentioned herein) and together with easement or quasi easement and other stipulations and provisions more fully and particularly described hereunder and/or hereinafter written and mentioned and referred to as the easement rights in connection with the beneficial use and enjoyments of the said undivided share in the said land and the **SAID UNIT/FLAT** as mentioned above/ hereunder written **TO HAVE AND TO HOLD** the said undivided and/or proportionate share of the said land and the **SAID UNIT** as mentioned before/ hereunder written and common parts and common portions and all easement rights in the common as aforesaid and the **SAID UNIT** hereby granted to the **PURCHASERS** absolutely sold, conveyed,

transferred, assigned and assured and every part or parts (thereof respectively absolutely and forever) including unfettered or transfer by way of mortgage, gift, sale, lease-out and/or rents or otherwise.

1. The **VENDOR** and **DEVELOPER** jointly and each one of them covenant with the **PURCHASER** as follows:-

a) The interest which the **VENDOR** and **DEVELOPER** do transfer subsists and that they have good right, full and absolute authority to grant, convey, transfer, assign and assure his interest in the **SAID UNIT** and undivided and/or proportionate share of the said land common parts and portions and easement rights, electrical installation and other parts, paths, passages, entrance, and all other properties and rights in the said land and building hereunder granted, conveyed and transferred, assigned and assured unto the **PURCHASER** in the manner aforesaid.

b) 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 portions, paths, passages, electrical installations and other common portions, drive-ways in the said building and every part thereof and to receive the rents, issues, profits thereof without any interruptions, disturbances, claims and/or demands whatsoever from or by the **VENDOR** and **DEVELOPER** or any of them or any person or persons claiming through or under or in trust for them.

c) The **SAID UNIT** and the undivided and/or proportionate share of the said land including the common parts and portions, electrical installations and other common parts, paths, passages, and stair-case, lift, lift place and all other proportionate right are hereby conveyed in the said building and declare free and discharged from and against all manner of encumbrances, trusts, liens, lispendences etc. whatsoever save that expressly mentioned herein.

d) The **VENDOR** and **DEVELOPER** jointly and each one of them undertake to the **PURCHASER** that he shall execute and perfect all such further and other all lawful and reasonable acts, deeds and/or more perfectly the **SAID UNIT** and undivided proportionate share of the said land including the common parts and rights, and easement rights, electrical installations, common side and back spaces, and other common parts thereof unto the **PURCHASER** in the manner aforesaid and as shall or may be reasonably required.

2. The **VENDOR** and **DEVELOPER** jointly and each one of them covenant with the **PURCHASER** as follows:-

a) That the **PURCHASER** shall use the said residential ownership self-contained North-East side Flat on the Third Floor measuring super built up area of 748 sfts (approx.) for residential purpose only.

b) 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 the **PURCHASER** and all other **PURCHASERS** and/or Co-Owners and/or occupiers of the said building and no abatement shall be allowed in respect of the said undivided proportionate share in the said land and the **SAID UNIT** for common use and enjoyment of the taxes and impositions payable in respect of the both the said land and building at the comprised premises.

c) As and when the association shall be formed and the **PURCHASER** shall sign and execute from time to time and at all times and when required necessary application for membership of the said association and all other papers and documents required from time to time in connection with the same in accordance with the relative provisions of all and/or directions that shall be given by the authority concerning such association.

THAT THE PURCHASER SHALL DO THE FOLLOWING ACTS:-

a) To keep at his own costs and expenses the **SAID UNIT** and every part hereof and all fixtures and fittings therein of exclusively in the unit comprised therein properly painted and in good repairs and in the best and clean conditions and as a decent and respectable place for residential purposes.

b) To use the **SAID UNIT** 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 formed by the **DEVELOPER/ FLAT OWNERS ASSOCIATION** or for the user thereof.

- c) To use all the paths, passages, entrance, drive-ways, staircase save those reserved hereunder by the **DEVELOPER/ FLAT OWNERS ASSOCIATION** or for the purpose of common to other owners of apartments and for no other purposes whatsoever unless permitted by the **DEVELOPER/ FLAT OWNERS ASSOCIATION** and association upon its formation.
- d) To use the **SAID UNIT** only for residential purposes.
- e) To pay monthly proportionate share of maintenance charges for all the common parts and common portions with the other flat owners time to time regularly and punctually.
- f) To mutate his name in the records of the **KAMARHATI MUNICIPALITY** and **BLOCK LAND & LAND REFORM OFFICE** at Sodepur, Barrackpore-II .
- g) That the **PURCHASER** shall abide by the rules and regulation as will be farmed time to time by the respectable association with the other flat owners in the said building regularly.
- h) That the **PURCHASER** shall abide by the rules & regulations of the respectable Associations with the other owners in the said building time to time regularly.
- i) That the roof upon the Third Floor belongs to the Developer and the Developer shall be entitled to construct further floor upon the said roof.

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the entire property)

ALL THAT piece or parcel of bastu land measuring 2 cottahs 8 chittaks and 40 sfts (be the same little more or less) together with (G+IV) storied building which is situated at Mouza- Dakshineswar, P.S.-Belghoria, District-North 24 Parganas, J.L No-4, R.S No-1, Touzi Nos-63,163,166,168 & 222 comprised in Dag No-1223, under Khatian No-1173, Ward No-15, Holding No-708, Premises No-260, A.C. Sarkar Road, P.O-Dakshineswar, Kolkata-700076 under the limits of the Kamarhati Municipality.

BUTTED AND BOUNDED BY :-

ON THE NORTH BY: Municipal Road.

ON THE SOUTH BY: Other's property.

ON THE EAST BY: Other's property.

ON THE WEST BY:- Other's House.

THE SECOND SCHEDULE REFERRED TO ABOVE

(Description of the sold flat)

ALL THAT piece or parcel of one residential ownership self-contained North-East Side Flat on the Third Floor measuring carpet area 500 sfts and super built up area of 748 sfts (approx.) all marble floor consisting of two bed rooms, one kitchen, two toilets, one drawing cum dining room and one balcony etc. together with the undivided/proportionate share or interest in the land underneath the said building situated at Municipal Ward No. 15,

Holding No-708, Premises No.260, A.C. Sarkar Road, Kolkata 700 076 under the limits of the Kamarhati Municipality.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Common parts and common portion)

1. Land underneath the said building.
2. General lighting of the common portions.
3. Drains and sewers from the building to the Municipal connection drain and/or sewerages.
4. Common septic tank.
5. Common pump & motor.
6. Common main electric meter and meter-box.
7. Common landing, corridors, lobbies.
8. Common stair-cases from Ground Floor to roof of the Third Floor.
9. Common Community Hall on the Ground Floor.
10. Water and sewerages evacuation from the pipes of the units, to drain and sewerages common to the said building.
11. Common Submersible pump.
12. Common water reservoir on the top floor roof.
13. Common main gate and side gate.

14. Common lift and lift place.

THE FOURTH SCHEDULE REFERRED TO ABOVE

(Common Expenses and Common Liabilities)

1. All costs of maintenance, operating, replacing, white washing, painting, reconstructing of the said building.
2. The cost of cleaning and lightings of passages, landings, staircase, and all other parts of the building.
3. All charges and deposits for supplies of common utilities to the co-owners in common.
4. Municipal taxes and other outgoings save those as are separately assessed on the respective flats or unit.
5. Cost and charges of establishment for maintenance of the said building.
6. Cost of establishment and operation of the association upon its formation relating to its' common purposes.
7. All expenses referred to above shall be born and paid proportionately by the co- purchasers on and from the date of taking over the possession of their respective flats.

IN WITNESS WHEREOF all the parties hereto have set and subscribe their respective hands the day month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

WITNESSES :

1.

SIGNATURE OF THE LANDOWNER/VENDOR

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

Rs.32,00,000/- (Rupees Thirty Two Lakhs) from the above
named Purchaser by:-

MODE OF PAYMENT

SIGNATURE OF THE DEVELOPER

Drafted and Prepared by me

Advocate