

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE      DAY OF  
NOVEMBER TWO THOUSAND AND TWENTY FIVE.**

MAHISHRA REALTY PVT. LTD.

*M. Mahesh*

Director

(2)

**B E T W E E N**

**1. SRI TAPAN KUMAR DAS,** PAN-AGWPD0137D, son of Late Prafulla Kumar Das, residing at Krishnanagar Road, P.O. Noapara, P.S. Barasat, District North 24 Parganas, Kolkata-700125,

**2. SMT. KAKALI PAL,** PAN-AZIPP4556B, wife of Sri Bhaskar Pal, residing at Noapara Kalibari Road, P.O. & P.S. Barasat, District North 24 Parganas, Kolkata-700124,

**3. SMT. KALI DAS,** PAN-AFSPD2281F, wife of Sri Debabrata Das, residing at Bhatrapally, Nabapally, presently North-East Noapara, Satyajitpally, P.O. Noapara, P.S. Barasat, District North 24 Parganas, Kolkata-700125,

**4. SMT. MITA DAS,** PAN-ADTPD9483A, wife of Late Mihir Das, residing at Noapara Vivekananda Road, P.O. & P.S. Barasat, District North 24 Parganas, Kolkata-700124, all are by Nationality- Indian, by religion- Hindu, by occupation- Business, the Vendors herein represented by their constituted attorney by way of a registered Development Power of Attorney being No. 4894 dated 29.09.2023 registered at A.D.S.R.O. Kadambagachi duly copied in Book No. 1, Volume No. 1519 pages from 111322 to 111343 for the year 2023

**MAHISHRA REALTY PRIVATE LIMITED** PAN-AAQCPM9944A, a private limited company having it's Principal place of Business Cum-Office at Uttar Baluria, Barrackpur Road, P.O. Noapara, P.S. Barasat, District North 24 Parganas, Kolkata-700125 represented by its' Directors namely:-

(3)

**1. SRI RAJKUMAR MISRA**, PAN-CFAPM8499G, son of Sri Biswanath Misra, residing at Harinyaguri, P.O. Maidhara, P.S. Simlapal, District Bankura, Pin-722160, by creed Hindu, by profession Business, by Nationality Indian,

**2. SMT. MOUMITA MAHATO**, PAN-BORPM8252C, wife of Late Sunil Kumar Mahato, residing at Nandankanan, P.O. Nabapally, P.S. Barasat, District North 24 Parganas, Kolkata-700126, By creed-Hindu, By Profession-Business, By Nationality -Indian herein referred to as the **LAND OWNERS/VENDORS** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include their legal representatives and assigns) of the **ONE PART.**

**A N D**

**MAHISHRA REALTY PRIVATE LIMITED** PAN-AAQCPM9944A, a private limited company having it's Principal place of Business Cum-Office at Uttar Baluria, Barrackpur Road, P.O. Noapara, P.S. Barasat, District North 24 Parganas, Kolkata-700125 represented by its' Directors namely:-

**1. SRI RAJKUMAR MISRA**, PAN-CFAPM8499G, son of Sri Biswanath Misra, residing at Harinyaguri, P.O. Maidhara, P.S. Simlapal, District Bankura, Pin-722160, by creed Hindu, by profession Business, by Nationality Indian,

**2. SMT. MOUMITA MAHATO**, PAN-BORPM8252C, wife of Late Sunil Kumar Mahato, residing at Nandankanan, P.O. Nabapally, P.S.

(4)

Barasat, District North 24 Parganas, Kolkata-700126, By creed-Hindu, By Profession-Business, By Nationality -Indian herein referred to as the **DEVELOPER/CONFIRMING PARTY** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include it's executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**A N D**

**XYZ**, PAN- , VOTER ID. , wife/son of

residing at

by Nationality -

Indian, by faith-Hindu, by Occupation - hereinafter called and referred to the **PURCHASER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and to include his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** one Haran Mondal was the absolute owner of a piece or parcel of Shali vacant land measuring an area of **7 cottahas 15 chittacks 9 sq.ft. be the same a little more or less** along with other land comprised in R.S. Dag No. 2727 & 2828, under Malik Khatian No. 720Ka Adhin 722, lying and situated at **Mouza Barbaria**, J.L. No.8, Re.Su. No. 24, P.S. Barasat, District 24 Parganas.

**AND WHEREAS** while said Haran Mondal seized and possessed the said land he sold, conveyed and transferred the said land in favour of Matilal Derasree by way of a registered Deed of Sale being No. 5204 dated 11.06.1956 for the year 1956.

(5)

**AND WHEREAS** while said Matilal Derasree siezed and possessed the said land he sold, conveyed and transferred the said land in favour of said Haran Mondal by way of a registered Deed of Sale being No. 10035 dated 18.12.1957 for the year 1957.

**AND WHEREAS** while said Haran Mondal seized and possessed the said land he sold, conveyed and transferred the said land in favour of Krishna Kanta Das by way of a registered Deed of Sale being No. 4176 dated 26.04.1958 registered at S.R.O. Barasat for the year 1958.

**AND WHEREAS** while said Krishna Kanta Das seized and possessed the said land he sold, conveyed and transferred the said land by way of a registered Deed of Sale being No. 9055 dated 22.08.1959 registered at S.R.O. Barasat, the said deed duly copied in Book No. 1, Volume No. 93 pages from 19 to 22 for the year 1959 in favour of Santosh Chandra Saha father of Narayan Chandra Saha and Ganesh Chandra Saha.

**AND WHEREAS** said Santosh Chandra Saha executed a registered WILL in favour of said Narayan Chandra Saha and Ganesh Chandra Saha being No. 3 registered at S.R.O. Barasat, executed on 17.04.1967 registered on 18.04.1967 duly copied in Book No. 3, Volume No. 1, Pages from 45 to 47 for the year 1967 and said Santosh Chandra Saha recorded his name in L.R. Records of Rights being L.R. Khatian No. 1691 and also mutated his name in Panchayet.

(6)

**AND WHEREAS** after that said Santosh Chandra Saha died on 30.09.1999 and said Narayan Chandra Saha filed a Misc Case being No. 11/2000 in District Judges Court at Barasat, as executor of the said WILL and the other co-sharer put a objection in respect of the said property and while a case being No. O.S. 21/2000 continued the said Court place a order dated 09.03.2007, 17.03.2007, 02.04.2007, 20.04.2005, 03.05.2007, 08.05.2007 and the final order dated 04.06.2007 placed by the First ADJ namely S.P. Chowdhury.

**AND WHEREAS** said Narayan Chandra Saha and Ganersh Chandra Saha got the said property as per the said WILL and the said order of the said Court.

**AND WHEREAS** said Ganesh Chandra Saha gifted and transferred the 50% share of the said land by way of a registered Deed of Gift being No. 8580 dated 30.12.2008 registered at D.S.R.-II, North 24 Parganas, for the year 2008, Barasat in favour of said Narayan Chandra Saha.

**AND WHEREAS** due to some error and omissions of the said Gift deed the said deed was rectified by way of a registered Deed of Declaration being No. 85 dated 05.01.2009 registered at D.S.R.-II, North 24 Parganas, Barasat for the year 2009.

**AND WHEREAS** the Vendors herein purchased a piece or parcel of land measuring an area of 7 cottahas 15 chittacks 9 sq.ft. be the

(7)

same a little more or less by way of a registered Deed of Sale being No. 33 dated 06.01.2009 registered at A.D.S.R.O. Barasat, for the year 2009 from said Narayan Chandra Saha.

**AND WHEREAS** after purchasing the said land the land owners/vendors herein recorded their names in L.R. Records of Rights being L.R. Khatian No. 3476, 3477, 3475 & 3478 and covered the said land Shali to Bastu.

**AND WHEREAS** with view to develop the said property the land owners/Vendors herein entered into a registered Development Agreement being No. 4739 dated 21.09.2023 registered at A.D.S.R.O. Kadambagachi copied in Book No. 1, Volume No. 1519 pages from 108391 to 108434 for the year 2023 with the Developer herein.

**AND WHEREAS** Said developer herein sanctioned building plan for constructing a multi storied building being Sl. No. 712 dated 04.06.2025 from the Panchayet Authority.

**AND WHEREAS** Said Developer has completed constructional work of said multi storeyed building namely "**MOURAS**" and developer and land owners got their respective allocations as per Development Agreement.

**AND WHEREAS** In consideration of dire necessities of cash amounts for legal grounds, the Developer declared their intention to sell away from the developer's allocation a Flat on the ..... **SIDE OF** ..... **FLOOR** in the apartment being **Flat No. "....."** measuring carpet area ..... sq.ft., covered area ..... sq.ft. having Super

(8)

**Built up area measuring an area of ..... sq.ft.** more or less with **tiles** flooring along with proportionate share in common areas, stair case, lift and other facilities connected therewith including the undivided proportionate share of land of the said premises/ apartment which is morefully and particularly described in the Second Schedule hereunder written and described by **RED** Border as delineated in the attached **MAP** of the Deed of Conveyance. The Purchaser on the other hand, coming to know such declaration proposed her willingness to purchase the said Flat for consideration of **Rs.** ..... only being the prevailing highest market price, whereupon the Land owners and Developer categorically agreed to the proposal of the Purchaser.

**NOW THIS INDENTURE WITNESSETH** that the Developer duly discharged their obligation as in the terms of the agreement and in order to meet up the costs of constructional work the Developer, declared their intention to sell a flat as described, in the Second Schedule hereunder and upon receipt of the entire consideration money by the Developer, the Land Owners/Vendors in order to meet up their obligation do hereby sign execute and register this Deed of conveyance in favour of the Purchaser and the Developer do hereby join this indenture to convey a clear and marketable title to the Purchaser and by admitting or acknowledging the receipt of the consideration money as mentioned in the Memo of consideration below do hereby acquit, release and exonerate the Purchaser as

(9)

well as the said Flat the Land Owners/Vendors do hereby grant, sell, convey, transfer and assign and assure unto the Purchaser free from all encumbrances, attachments and other rights in title **ALL THAT** a Self contained residential flat morefully and particularly described in the Second Schedule hereunder written and in the annexed Plan bordered in Colour **RED TOGETHER WITH** the fittings, doors, windows, electric wiring, pipe lines **OR HOWSOEVER OTHERWISE** the proportionate impartible undivided share of land described in the First Schedule below along with the constructions of common areas, stair case, 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 morefully described in the Third Schedule hereunder written **TOGETHER WITH** proportionate undivided, impartible share and/or interest in the land underneath the said building morefully described in the First Schedule 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 indefeasible estate or inheritance in free simple in possession without

(10)

any condition, use, trust or other things whatsoever in alter, defect, encumbrances or make void the same **AND NOT WITHSTANDING** any such act, deed, matter or thing whatsoever as aforesaid the Land owners/Vendors/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 and assured or expressed or intended so to be unto and to the use of the manner aforesaid and receive the rents, issues and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by the Land owners/Vendors/Developer or by any person or persons lawfully or equitably claiming or to claim from under or in trust for the **LAND OWNERS/VENDORS/DEVELOPER AND THAT** free and clear and freely and clearly and absolutely acquired, exonerated, discharged, or otherwise by the Land Owners/Vendors/Developer well and sufficiently have defended, kept, harmful and indemnified of and from and against all manner of former and other estate, right, title, interest, lease, mortgage, charges, trusts, wakfs, debuttar, attachments, execution, lispendents, claim, demands and

(11)

encumbrances made or done, occasioned, or suffered by the Land Owners/Vendors/Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Land Owners/Vendors/Developer. And if the above statements revealed untrue the Vendors will be liable for that and any defect of title surfaces henceforth, then the land owners/developer shall make required rectification at his/their own cost.

**THE OWNERS/VENDORS AND THE PURCHASER DO HEREBY  
CONVENANT HERETO AS FOLLOWS:**

1. That the Purchaser shall and may at all times hereinafter 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 likes for residential purpose only and the Land Owners/Vendors or Developer 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 the common stairs, landings and passages for the purpose of going and carrying all luggage and articles.
3. That the Purchaser will and shall maintain the said Flat

(12)

properly and shall keep the same in good condition so that it may not cause any danger 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 proportionate Panchayet taxes which is to be assessed later on.
5. That the Purchaser shall at all times hereinafter indemnify the Land Owners/Vendors for nonobservance 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. 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 of the building nor shall use the same for any illegal or immoral purpose.
7. The common walls must not be destroyed or damaged or otherwise mutated by way of hooking etc. Passage right through the Main entrance is common to all.
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 by machinery on the floor of the said flat or any portion thereof or to hang the same from the beam of falters thereof herein

(13)

contained shall prevent the fitting of electric lines, air conditions of fans or such other electrical fittings purely for domestic purpose as may be required by the said flat Owner.

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 her 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, cable etc. from and to or through any common parts or common portions or other units in a similar manner as enjoyed by other occupants of the said building who also enjoy the easement rights to the common passage way
11. That the original documents of title and other documents relating to the said property shall be kept under the custody of the Land Owners/Vendors or Developer and if the Land Owners/Vendors or Developer or their heirs sold the entire right, title and interest of the property of the premises then the entire documents and papers will be handed over to the person who will be nominated by the Flat Owners. The Developer upon every reasonable request of the Purchaser shall produce the said documents for inspection if the Purchaser or by any

(14)

authority or authorities concerned relating to any of the said flat hereby purchased by the Purchaser.

12. That the Purchaser shall have common right with the other flat Owners over the Boundary wall, common stair case, common passage and space which are common for the purpose of ingress and egress and Purchaser can use of the roof for installing T.V. Antenna/dish, daily use for the utilisation of the said roof along with the other flat owners.
13. The Purchaser shall henceforth peaceably and quietly held, 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 Land Owners/Vendors/ Developer or any person or persons claiming through or under or in trust for the Land Owners/Vendors/Developer and without any lawful act, hindrances, interruptions and disturbances by any other person or persons whatsoever.
14. The Purchaser shall not for any reason whatsoever obstruct Developer for completion of further construction of any part of the building and/or any part thereof notwithstanding any temporary inconvenience to the Purchaser in enjoyment of the "Said Unit" and the common area subject to proper sanctioned of the concerned authority.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Description of land and property)**

**ALL THAT** a piece or parcel of Shali hal Bastu land measuring an area of **7 cottahas 15 chittacks 9 sq.ft. be the same a little more or less** alongwith multistoried building thereon namely **MOURAS** comprised in **R.S. & L.R. Dag No. 2727**, under Malik Khatian No. 720Ka Adhin 722, **L.R. Khatian No. 3476 (area of land 1 kh. 13 ch. 15 sq.ft.), 3477 (area of land 1 kh. 13 ch. 15 sq.ft.), 3475 (area of land 1 kh. 13 ch. 15 sq.ft.) & 3478 (area of land 1 kh. 13 ch. 15 sq.ft.)** and **R.S. & L.R. Dag No. 2728**, under Malik Khatian No. 720Ka Adhin 722, **L.R. Khatian No. 3476 (area of land 2 ch. 21sq.ft.), 3477 (area of land 2 ch. 21sq.ft.), 3475 (area of land 2 ch. 21sq.ft.) & 3478 (area of land 2 ch. 21sq.ft.)** lying and situated at **Mouza Barbaria**, J.L. No.8, Re.Su. No. 24, P.S. Barasat, District North 24 Parganas, within the limits of Paschim Khilkapur Gram Panchayet, under the jurisdiction of A.D.S.R.O. Kadambagachi.

**BUTTED AND BOUNDED BY:-**

**ON THE NORTH BY** : 60ft wide Barrackpur Main Road.

**ON THE SOUTH BY** : Dag No. 2726.

**ON THE EAST BY** : Dag No. 2727.

**ON THE WEST BY** : Dag No. 2727 & 2728.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(Description of Flat)**

**ALL THAT** a self contained tiles flooring residential Flat bearing **No. ....**, on the ..... side of ..... **floor, measuring carpet area ..... sq.ft., covered area ..... sq.ft. having Super Built up area measuring an area of ..... sq.ft.** be the same a little more or less comprising of two bed rooms, one dining room, one

(16)

puja ghar, one study room, one kitchen, one toilet and one attached toilet being the Apartment named as **MOURAS** along with proportionate share of common areas, common stair, common roof, common lift, and common facilities connected therewith including the undivided proportionate share of land of the said premises morefully and particularly described in the First Schedule herein written above and facilities available under the provisions of the West Bengal Apartment Ownership Act. 1972 also delineated in the Plan or **MAP** annexed hereto bordered **RED** verge.

**BUTTED AND BOUNDED BY (FLAT)**

**ON THE NORTH BY** :

**ON THE SOUTH BY** :

**ON THE EAST BY** :

**ON THE WEST BY** :

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Portions and facilities)**

1. Common passage including main entrance, stair case, lift and the roof.
2. Open and/or covered paths and passages within the said plot of land and/or holding.
3. Lobbies and stair of the said building.
4. Common installations on the roof of the above at the top floor of the said building.

(17)

5. Electric Meter of the building.
6. Water tanks, water pipes (Save those inside any unit).
7. Wiring and Accessories for lighting of common area of the said building.
8. Pump and Motor.
9. Drains, Sewers and pipes.
10. Electrical installation relating to the Meter.
11. Lights at the entrance gate and in the passage within the said building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. **MAINTENANCE** : All costs for maintaining, operating, replacing repairing white washing painting rebuilding, reconstruction, lighting and renovating the common areas.
2. **OPERATIONAL** :- All expenses for running and operating all machinery equipments and installations comprised in the common areas, including pumps and other installations.
3. **STAFF** : The salaries of and all other expenses on the staff to be employed for the common purposes viz. sweepers plumbers, electricians etc.

(18)

4. **ASSOCIATION** : Establishments, all other expenses of the Association including its formation, office and Miscellaneous expenses.
5. **COMMON UTILITIES** : All charges and deposits for supplies of the common utilities to the Co-Owners in common.
6. **ELECTRICITY** : All charges for the electrical energy consumed for the operation of the common machinery.
7. **LITIGATION** : All litigations incurred for the common purpose and relation to common use and enjoyment of the common areas.
8. **RATES AND TAXES** : Panchayet Tax, Building Tax, Water Tax and other levies in respect of the land building complex save those separately assessed on the Occupant.

(19)

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

**SIGNED AND DELIVERED**

In Presence of :

1.

---

Signature of the constituted  
attorney on behalf of Vendors

2.

**Drafted and Prepared By:-**

Advocate,  
Barasat Judges' Court.

---

Signature of the Developer

**Computer Typed By :-**

(Bidyut Kumar Haldar)  
Barasat.

---

Signature of Purchaser

(20)

**MEMO OF CONSIDERATION**

**RECEIVED Rs. .... Only in full and final for sale of one  
Flat following manner:-**

<b><u>Date</u></b>	<b><u>Bank</u></b>	<b><u>Draft</u></b>	<b><u>Amount</u></b>
		<b><u>/Cheque No.</u></b>	

---

Total - .....

(Rupees..... ) only

**WITNESSES :**

1.

MAHISHRA REALTY PVT. LTD.  
*M. S. Mahesh*  
Director

2.

---

Signature of the Developer