

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of

....., Two Thousand Twenty Five

BETWEEN

1.SRI PRADIP KUMAR GHOSH S/O Late Nripendra Narayan Ghosh, (PAN No. ADJPG0346F) aged about 77 years, , Profession retire , caste Hindu 2.**SRI BIDYUT KUMAR GHOSH** , S/O Late Nripendra Narayan Ghosh, (PAN No. ADLPG8278N) aged about 69 years, , Profession retire , caste Hindu 3.**SRI ALOK RANJAN GHOSH**, S/O Late Nripendra Narayan Ghosh, (PAN No. CEDPG1388E) aged about years, , Profession- business, caste Hindu ,all are permanent resident of 35/28/33, Adarsha pally, Vivekananda Road , Halisahar ,P.O. Nabanagar, P.S. Bizpur at present Halisahar , District North 24 Parganas , State- West Bengal Pin Code 743136 hereinafter referred to as the "**OWNERS**" (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

SREE KRISHNA CONSTRUCTION and the address of the business : PAN : AFIFS0122E a Partnership Firm Having its registered office at C/o Bidyut Kuamr Ghosh , 35/28/33, Vivekanda Road, Halisahar ,P.O. Nabanagar, P.S. Bizpur at present Halisahar, District North 24 Parganas , State- West Bengal Pin Code 743136,Represented by its partners namely :- .

1. "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;

2. "**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;

3. "**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 123/110/491, Col. K.P. Gupta Road, Halisahar, P.O. Nabanagar , P.S. Bizpur, Pin- 743136; 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 **OTHER PART**.

AND

....., W/o (PAN No.),
ADDHAR CARD NO.) aged about years , By Faith
-, By Nationality - Indian, By Occupation -,
residing at 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 PARTY**
/PURCHASER.

WHEREAS bastu land measuring about 6 Cottahs 2 Chatak was originally belong to Ajoy Kumar Basu and he sold the property to

Smt. Prity Rani Ghosh vide two sale deed no. 478 dt. 28/01/1976 land measuring about 2 Cottahs 8 Chataks and sale deed no. 47 dt. 07/01/1978 land measuring about 03 Cottahs 10 Chataks both are registered at A.D.S.R.O, Naihati being Dag No. 74/107, Khatian No. 606 , Mouza- Jethia , P.S. Bizpur , A.D.S.RO, Naihati, Dist- North 24 Parganas and subsequently said Smt. Prity Rani Ghosh gifted land measuring about 3.65 satak or 1592 sq.ft. out of her aforesaid property in favour of her son namely Sri Pradip Kumar Ghosh vide Gift Deed No. 3814/2001 registered at A.D.S.R.O, Naihati and he got L.R. Khatian No. 3646 , Dag No. 74/1921 and got Holding No. 35/B, Vivekananda Road, Halisahar Municipality and he paying the Govt. Rent and Taxes upto date.

WHEREAS *bastu land measuring about 6 Cottahs 2 Chatak was originally belong to Ajoy Kumar Bosu and he sold the property to Smt. Prity Rani Ghosh vide two sale deed no. 478 dt. 28/01/1976 land measuring about 2 Cottahs 8 Chataks and sale deed no. 47 dt. 07/01/1978 land measuring about 03 Cottahs 10 Chataks both are registered at A.D.S.R.O, Naihati being Dag No. 74/107, Khatian No. 606 , Mouza- Jethia , P.S. Bizpur , A.D.S.RO, Naihati, Dist- North 24 Parganas and subsequently said Smt. Prity Rani Ghosh gifted land measuring about 3.65 satak or 1592 sq.ft. out of her aforesaid property in favour of her son namely Sri Bidyut Kumar Ghosh vide Gift Deed No. 3815/2001 registered at A.D.S.R.O, Naihati and he got L.R. Khatian No. 3645 , Dag No. 74/1921 and got Holding No. 35/A, Vivekananda Road, Halisahar Municipality and he paying the Govt. Rent and Taxes upto date.*

WHEREAS *Sri Balaram Ghosh, Krishna Chandra Ghosh and Gostho Bihari Ghosh was the recorded owners of bastu land measuring about 11 satak being R.S. & L.R. Dag No. 74/1921 , L.R. Khatian No. 178, 240 & 552, R.S. Khatian No. 606 , Mouza – Jethia , J.L.*

No. 16, P.S. Bizpur, A.D.S.R.O, Naihati , Dist- North 24 Parganas and subsequently said persons sold their aforesaid property in favour of Sri Ajoy Kumar Basu vide sale deed no. 5202, dt. 01/04/1955 registered at A.D.S.R.O, Naihati and subsequently said Ajoy Kumar Basu sold bastu land measuring about 2 Cotthas 8 Chatak or 4.13 satak in favour of Smt. Prity Rani Ghosh vide sale deed no. 478 dt. 28/01/1976 registered at A.D.S.R.O, Naihati and again vide sale deed no. 47 dt. 7/01/1978 registered at A.D.S.R.O, Naihati, sold bastu land measuring about 06 satak in favour of Smt. Prity Rani Ghosh and by this way said Prity Rani Ghosh got land measuring about 10.13 satak out of 11 satak of land and she gifted 7.30 satak bastu land to her two sons both of each gifted 3.65 satak out of her aforesaid purchased land and the rest of her land i.e. 2.83 satak with structure thereon retain by her and subsequently she died leaving behind four sons namely Sri Pradip Kumar Ghosh ,Sri Pradyut Kumar Ghosh , Sri Bidyut Kumar Ghosh and Sri Alok Ranjan Ghosh , two daughters namely Manju Loha, Kalpana Basu and husband namely Nriprendra Narayan Ghosh afterwards Nripendra Narayan Ghosh died on 05/01/2012. Afterwards Manju Loha died leaving behind one son and one daughter namely Sri Pranab Kumar Loha & Smt. Mousumi Loha and also Kalpan Basu died leaving being one son namely Sri Indranil Basu .Subsequently Sri Pradip Kumar Ghosh ,Sri Pradyut Kumar Ghosh and Sri Bidyut Kumar Ghosh i.e. the sons of Prity Rani Ghosh and Sri Pranab Kumar Loha & Smt. Mousumi Loha i.e. the grand son and daughter of Prity Rani Ghosh and Sri Indranil Basu another grandson of Prity Rani Ghosh gifted their jointly owned 5/6th shares in respect of aforesaid retained land in favour of Sri Alok Ranjan Ghosh vide 7599/2018 registered under A.D.S.R.O, Naihati and said Alok Ranjan Ghosh became the owner of aforesaid 2.83 satak of bastu land by way of aforesaid gift deed and 1/6th share of land by way of inheritance and gift .

ANDWHEREAS the aforesaid three separate plots of land are contiguous, adjacent, interlinked, interconnected and also under the jurisdiction of the Halisahar Municipality under ward no. 15, being holding no. 35/B , 35/A and 35/28/33 , Vivekananda Road, Police Station – Bizpur at present Halisahar , Pin- 743136, Dist: North 24 Parganas and all the declarants herein have been possessing the said plots of land without any interruption of others.

ANDWHEREAS by amalgamation deed no. 9098/2023 Registered at A.D.S.R.O Naihati dt. 28/08/2023 The aforesaid three municipal holding no. 35/B , 35/A and 35/28/33 amalgamated in one unit and the new new amalgamated holding being no. 35/28/33 Vivekananda Road, Police Station – Bizpur at present Halisahar , Pin- 743136, Dist: North 24 Parganas has been allotted by Halisahar Municipality, in the name of 1.Sri Pradip Kumar Ghosh , 2.Sri Bidyut Kumar Ghosh & 3.Sri Alok Ranjan Ghosh and to be treated as the Municipal Holding of the said property in future and the said property described in the Schedule A Property .

AND WHEREAS said 1.Sri Pradip Kumar Ghosh , 2.Sri Bidyut Kumar Ghosh & 3.Sri Alok Ranjan Ghosh being the absolute owner in respect of piece and parcel of bastu land measuring being R.S. Dag No. 74/107 corresponding to L.R. Dag No. 74/1921 land measuring about 5 Cottahs 9 Chattaks 04 sq. ft., L.R. Khatian No. 3646 ,L.R. Khatian No. 3645 , L.R. Khatian No. 178,240 & 252, Mouza- Jethia , J.L. No. 16 , P.S. Bizpur, Vivekananda Road, under Halisahar Municipal area, with old dilapidated sami pucca dowering house thereon (covered area 1100 Sq.ft.) P.S. Bizpur, Dist- North 24 Parganas. under Halisahar Municipal area and she paying Govt. rent and municipal taxes.

AND WHEREAS Thus the land owners herein became the absolute owners of the above mentioned 5 Cottahs 9 Chattaks 04 sq. ft

more or less 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 Halisahar 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 5 Cottahs 9 Chattaks 04 sq. ft 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 **SREE KRISHNA CONSTRUCTION** and the address of the business : PAN : AFIFS0122E a Partnership Firm Having its registered office at C/o Bidyut Kuamr Ghosh , 35/28/33, Vivekanda Road, Halisahar ,P.O. Nabanagar, P.S. Bizpur at present Halisahar, District North 24 Parganas , State- West Bengal Pin Code 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. 744/2023-2024, dt. 03/06/2024. by Halisahar 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 **SREE KRISHANA 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 flat 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 'Priti Apartment '.*

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 5 Cottahs 9 Chattaks 04 sq. ft being R.S. Dag No. 74/107 corresponding to L.R. Dag No. 74/1921

L.R. Khatian No. 3646 in Holding No. 35/B,

*L.R. Khatian No. 3645 in Holding No.35/A,
L.R. Khatian No. 178,240 & 252 in Holding No. 35/28/33,*

*Mouza- Jethia , J.L. No. 16 , P.S. Bizpur, Vivekananda Road, under
Halisahar Municipal area, with old dilapidated sami pucca dowering
house thereon (covered area 1100 Sq.ft.) P.S. Bizpur, Ward No.
15, Dist- North 24 Parganas.*

Butted and Bounded by

ON THE NORTH : Dakshiwayan, Dulari & Ankhi Apartment

ON THE SOUTH: 6 FT. MUNICIPAL ROAD

ON THE EAST: 16FT. MUNICIPAL ROAD

ON THE WEST: Suparna Mandal

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) "Priti Apartment" along with
undivided Proportionate share of land underneath out of a piece
and parcel of well demarcated Bastu land measuring about 5
Cottahs 9 Chattaks 04 sq. ft being R.S. Dag No. 74/107
corresponding to L.R. Dag No. 74/1921 L.R. Khatian No. 3646 in
Holding No. 35/B,L.R. Khatian No. 3645 in Holding No.35/A, L.R.
Khatian No. 178,240 & 252 in Holding No. 35/28/33, Mouza- Jethia
, J.L. No. 16 , P.S. Bizpur, Vivekananda Road, under Halisahar
Municipal area, with old dilapidated sami pucca dowering house
thereon (covered area 1100 Sq.ft.) P.S. Bizpur, Ward No.15, Dist-
North 24 Parganas., in the name and style " Priti Apartment"*

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 : Common Passage

On the South : Shop No. 6

On the East : Municipal Road.

On the West : Shop No. 8.

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

***SRI SUVA KARMAKAR
(ADVOCATE)***

***Enrollment No :-
Barrackpore Court***

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:

SRI SUVA KARMAKAR
(ADVOCATE)

Enrollment No :-

Barrackpore Court