

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this _____ day of _____, Two Thousand and _____,

BETWEEN

NST HOUSING DEVELOPMENT PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 20/1, Manindra Mitra Row, Kolkata 700 009 having its Income Tax PAN AACCNO1891 represented by one of its Directors Mr Sakti Pada Dhar son of Late Ramendra Kumar Dhar by Nationality Indian, by Faith Hindu, by Occupation-Business, working for gain at 20/1, Manindra Mitra Row, Kolkata 700 009 hereinafter referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor or successors in office, and administrators) of the **ONE PART**

AND

Mr. _____, having PAN _____, having Aadhaar _____, having EPIC No.: _____, Son of _____, residing at _____, P.O. _____, P.S. _____, Dist _____, PIN _____, State - _____, by Nationality _____, by Religion _____ and by Occupation _____, hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless exclude by or repugnant to the context be deemed to mean and include its directors, administrators, successor or successors in interest and assigns) of the **OTHER PART**;

WHEREAS one Mrityunjay Dutta, Soumen Dutta, Samar Singha Dutta, Amar Singha Dutta, Amitava Dutta, Soumava Dutta, Annapurna Dutte and Mahadebi Dutta being the absolute owners purchased the subject property Lom Amalendu Kangsa Banik and the other four partners of the Partnership Firm being Eastern Boards of Burdwan by

virtue of a Sale Deed No. 6894 of 1988 executed and registered on October 14, 1988 at Burdwan A.D.S.R. office.

AND WHEREAS while they were in possession over the subject property, Monoranj Mondal, the then Managing Director and Anita Mondal, the Director of the M.A. Construction & Trading Co. Pvt. Ltd purchased the subject property by virtue of two separate Sale Deeds being Nos. 3016 and 3017 executed and registered on September 5, 1997 at Burdwan A.D.S.R. Sub Registry office and became the sole and absolute owner and possessor and thereafter resigned from the Board of Directors on December 29, 2003 and appointed Kartick Mondal as the Managing Director and hold the said post since then.

AND WHEREAS the said Kartick Mondal as a Managing Director of M.A. Construction & Trading Co. Pvt. Ltd made a declaration to sell the subject property.

AND WHEREAS Sheikh Abdul Sabir as a proprietor of Krishi Bikash had expressed his desire of purchasing the subject property upon the said declaration made by the said Kartick Mondal, the then Managing Director of M.A. Construction & Trading Co. Pvt. Ltd.

AND WHEREAS with the mediation of few respectable persons, the price of the subject property was fixed at Rs 43,75,000/- (Rupees forty three lac seventy five thousand) only and the said Kartick Mondal having thought it just and reasonable, agreed to sell the subject property to Seikh Abdul Sabir.

AND WHEREAS the said Kartick Mondal, the then Managing Director of M.A. Construction & Trading Co. Pvt. Ltd having received the entire consideration money of Rs 43,75,000/- (Rupees forty three lac seventy five thousand) only from Sheikh Abdul Sabir as a proprietor of Krishi Bikash by cheque No. 510102 dated February 14, 2000 drawn on I.C.I.C.I. Bank Limited, Burdwan Branch, executed and registered the Sale Deed in favour of Sheikh Abdul Sabir as a proprietor of Krishi Bikash before the Burdwan A.D.S.R. being Sale Deed No. 6031 for the year 2006.

AND WHEREAS the said Sheikh Abdul Sabir had obtained various credit facilities from I.C.I.C.I. Bank Limited and having failed and/or neglected to repay the same, the I.C.I.C.I. Bank Limited had instituted various proceedings before the Learned Kolkata Debts Recovery Tribunal-I.

AND WHEREAS in one of the said proceedings instituted by I.C.I.C.I. Bank Limited being OA No. 94 of 2012 pursuant to the judgment delivered by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal 1, a certificate was issued and the recovery proceeding being R.P. No. 23 of 2012 was initiated for recovery of the dues of the I.C.I.C.I. Bank Limited.

AND WHEREAS in execution of the said certificate and during the said recovery proceeding, the subject property was attached on an application filed by the ICICI Bank Limited and was sold in a public auction upon advertisement in the newspapers by the Learned Recovery Officer, Kolkata DRT - I.

AND WHEREAS the said **NST HOUSING DEVELOPMENT PRIVATE LIMITED** being the Purchaser herein was declared as the highest bidder for a sum of Rs 2,40,00,000/- (Rupees two crore forty lac) only on September 26, 2014 in the said public auction held by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I. True copy of the said order dated September 26, 2014 is annexed hereto and marked with the letter "A".

AND WHEREAS the said Sheikh Abdul Sabir being the certificate debtor in the said R.P. No. 23 of 2012 preferred an appeal being Appeal No. 3 of 2014 before the Learned Presiding Officer, Kolkata Debts Recovery Tribunal - I against the said order dated September 26, 2014 passed by the said Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I. The said appeal was however, was dismissed by an order dated November 28, 2014 passed by the Learned Presiding Officer, Kolkata Debts Recovery Tribunal -I. True copy of the said order dated November 28, 2014 is annexed hereto and marked with the letter **"B"**

AND WHEREAS the purchaser herein had deposited the entire sale consideration of Rs 2,40,00,000/- (Rupees two crore forty lac) along with the poundage fee of Rs 2,40,200/- (Rupees two lac forty thousand and two hundred) only with the Learned Kolkata Debts Recovery Tribunal - I.

AND WHEREAS pursuant to the order no. 38 dated December 3, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I the order of confirmation and certificate of sale of the subject property were issued in favour of the purchaser herein. True copies of the order dated December 3, 2014, original order of confirmation and original certificate of sale of the subject property are annexed hereto and collectively marked with the letter "C"

AND WHEREAS pursuant to the order dated December 8, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I the purchaser herein had received the physical possession of the subject property from the Learned Receiver being the Vendor herein on December 13, 2014. True copy of the minutes dated December 13, 2014 is annexed hereto and marked with the letter "D"

AND WHEREAS pursuant to the order dated December 8, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I, the copy of the said Order of Confirmation and Certificate of sale of the subject property were forwarded to the Additional District Sub-Registrar, Burdwan by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I under his covering letter dated March 18, 2015. True copy of the said letter dated March 18, 2015 is annexed hereto and marked with the letter "E"

AND WHEREAS the Vendor is the Learned Receiver being appointed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal I pursuant to the order dated December 18, 2013 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal -1 and competent and/or sufficiently entitled to convey and transfer the subject property, which is more fully and particularly described in the schedule hereunder and the plan is annexed hereto.

AND WHEREAS at the request of the purchaser herein and pursuant to the order dated March 2, 2015 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I the Learned Receiver has been directed to execute this Indenture of Conveyance.

NOW THIS INDENTURE WITNESSETH in pursuance of the order dated December 3, 2014 inter alia, confirming the sale of the subject property passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I for a sale consideration of Rs 2,40,00,000/- (Rupees two crore forty lac) only paid by the purchaser. The vendor hereby sell, convey, grant, transfer and assign to the purchaser **ALL THOSE** piece and

parcel of Land measuring 119 Decimals or 72 Cottahs situated at Sukantapally, Mouza - Bechuthat, Dag No. 658 (P), 685 (P), Khatian No. 1001, Ward No. 13, PO. Sripally, PS. & District Burdwan more fully and particularly mentioned and described in the Schedule hereunder written and **TOGETHER WITH ALL THAT OTHERWISE** the subject property now are or is at any time hereto before are or is situated, butted, bounded, called, known, numbered, described or distinguished **AND TOGETHER WITH** the right over all ways, paths, passages, boundary walls, drains, water courses, light, liberties, rights, privileges, casements, advantages, appendages and appurtenances, whatsoever to the subject property or any part thereof belonging or any wise appertaining to or usually held, used, occupied or reputed to belong or to the appurtenant thereto **TOGETHER WITH** the right for the purchaser and its successor or successors in title, owner or owners or occupier or occupiers for the time being of the subject property hereby conveyed along with the ways, paths, passages together with the right in the over or underneath the ways, paths, passages for lying water pipes, electric and telephone wires, cables and poles, gas, pipes and all other cables and lines along with the edge of the ways, passage and passages **AND ALL** estate, right, title and interest, claim and demand, conveyed, transferred, assigned and assured and/or intended so to be together with the covenant that the Vendor shall unless prevented by fire or some other irresistible force from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser produce or cause to be produced to the purchaser or its attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds more fully and particularly described in the Schedule hereunder written in connection with the subject described in the Schedule hereunder written in connection with the subject property and also shall at the like request and cost of the purchaser deliver to the purchaser such attested or other copies or extracts therefrom as the purchaser may require and will in the unobliterated and un-called **AND TO HAVE AND TO HOLD** the subject property hereby granted, conveyed, transferred, assigned or assured to otherwise expressed or intended so to be made unto and to the use of the purchaser

absolutely and forever free from all encumbrances, charges, liens, lispendens, attachments, trusts, whatsoever or howsoever.

AND THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-

A. In terms of the said order December 3, 2014 passed by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal-I and the Order of Confirmation and the Sale Certificate having been issued by the Learned Recovery Officer, Kolkata Debts Recovery Tribunal - I, the vendor had already handed over possession of the subject property to the purchaser herein.

B. Notwithstanding any act, deed, matter or thing whatsoever by the vendor done or executed or knowingly suffered to the contrary, the vendor is now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the subject property hereby granted, sold, conveyed, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances or otherwise whatsoever to alter, defeat, encumber or make or to avoid the same.

C. And notwithstanding any act, deed or thing whatsoever as aforesaid the vendor now has good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the subject property more fully and particularly described in the schedule hereunder written hereby conveyed, transferred or expressed so to be unto and in favour of the purchaser in the manner aforesaid.

D. And the subject property hereby granted and conveyed or expressed so to be is now free from claims, demands, encumbrances, liens, attachments, leases, lispendens, debutter, trust made or suffered by the vendor or any person or persons having or lawfully or equitably claiming any estate or interest in the subject property.

E. The vendor and all persons having or lawfully or equitably claiming any estate or interest in the subject property or any part thereof under or in trust for the vendor shall and will from time to time and at all times thereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly the subject property and every part thereof unto and in favour of the purchaser in the manner aforesaid as shall or may be reasonably required.

F. The purchaser shall be freed, cleared and absolutely discharged, saved, harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendens, debutter or trust claim and demands whatsoever created, occasioned or made by the vendor or any person or persons lawfully or equitably claiming as aforesaid.

G. The vendor had not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the subject property hereby granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached, encumbered or effected in title or otherwise.

H. That proved always and it is hereby agreed that in each of the covenants. herein contain the expression vendor herein before used includes his representatives,

administrators, successors in office and assigns and the expression the purchaser herein before used includes its directors, administrators, representatives, successors-in-interest and assigns.

SCHEDULE - I, ABOVE REFERRED TO:

(Description of the Subject Property sold)

ALL THOSE piece and parcel of Land lying and situate at Sukanta Pally, Mouza-Becharhat, P.O. Sripally, P.S. & District-Burdwan, J.L. No 79, R.S. Khatian No. 84, L.R. Khatian No. 647 (previously), L.R. Khatian No. 1001 (presently), Ward No. 13, Dag No. 658(P), Class-Shali, Area-27 decimals out of 1.30 acres, Dag No. 685(JP), Class Shall, Area 02 decimals out of 3.64 acres Total Area (27+92) Le. 119 decimals or 72 cottha more or less bounded by as follows :-

ON THE NORTH	:	R.T.S. Sheds
ON THE SOUTH	:	N.H.-2 (New G.T. Road)
ON THE EAST	:	Vacant land/Low lying area
ON THE WEST	:	Shed, two storied building etc.

AND WHEREAS The **ONE PART** converted the land from the status "Shali" to "Commercial Bastu" on 01-09-2022.

AND WHEREAS The **ONE PART** applied for building development plan to Burdwan Municipality and obtained the sanction plan from the authority on 16/02/2026 vide Building Permit Number: SWS-OBPAS/1201/2024/1016.

AND WHEREAS the **ONE PART** have also applied for Registration Certificate of Project and obtained the Certificate sanction by the West Bengal Real Estate Regulatory Authority being Certificate no. _____/____/_____/_____/_____

dated _____ in respect of Premises No. 64/1, BARANILPUR SUKANTA PALLY, WARD - 13, BECHARHAT, Bardhaman;

AND WHEREAS the **OTHER PART** has seen the construction and design of the building and the papers and documents relating to the said Premises No. 64/1, BARANILPUR SUKANTA PALLY, WARD - 13, BECHARHAT, Bardhaman and satisfied with the same;

AND WHEREAS the **ONE PART** have agreed to sell and the **OTHER PART** has agreed to purchase the Flat no. ____ on the ____ floor measuring an area of _____ Sft. Carpet Area (_____ Sft. super built up area) in the said Premises No. 64/1, BARANILPUR SUKANTA PALLY, WARD - 13, BECHARHAT, Bardhaman, particularly described in the second schedule hereunder written in fee simple in possession and free from all encumbrances at or for the price or sum of Rs. _____/- (Rupees _____) only;

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No. ____, on the ____ floor, having an area of ____ ft. Carpet Area (____ Sft. Covered Area, _____ Sft. Built up Area and _____ Sft. super built up area) consisting of ____ Bedrooms, ____ bath-cum-privy, ____ open kitchen and dining, ____ balcony, particularly delineated in the map or plan annexed hereto and bordered 'RED', TOGETHER WITH Undivided proportionate Share in the land below and beneath the building in which the flat is Constructed being a portion of the land more particularly describe in the FIRST SCHEDULE hereinabove mentioned.

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. Lobbies in the ground floor excepting car parking spaces.
2. Stair cases on all floors.
3. Stair cases landing on all floors.
4. Tubewell with pump and electrical control panels.
5. Water pump, water tank, water pipes and other common pumping installations.
6. Electrical Rooms, Electrical Sub-Station, Electrical wiring Meter Rooms, lift and its accessories (excepting those which are installed for any particular units).
7. Drainage and sewerages evacuation pipes from the units to drains and sewers common to the building.

8. Boundary walls and main gate to the building and the ultimate roof.

Such other common parts, area equipments installation fittings and fixtures

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

SIGNED AND DELIVERED by the PARTIES at
Kolkata in the presence of:

1.

VENDOR

2.

PURCHASER

RECEIVED of and from the within named

Purchaser the within mentioned sum of

Rupees _____

_____ only being the full

consideration money as per memo below :

Rs. _____/-

MEMO OF CONSIDERATION

<u>Bank/Branch</u>	<u>Cheque/ D.D./ RTGS No.</u>	<u>Date</u>	<u>Amount (Rs.)</u>
		<u>Total</u>	<u>Rs. 0000000/-</u>

(Rupees _____) only

WITNESSES:

1.

2.

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DATED THIS DAY OF 2025

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BETWEEN

NST HOUSING DEVELOPMENT PRIVATE LIMITED

.....*VENDOR*

AND

.....PURCHASER

CONVEYANCE