

FLAT333

:: DEED OF CONVEYANCE ::

THIS DEED OF CONVEYANCE made on this theth day of 2025 (Two thousand twenty five) of the Christian Era.

BETWEEN

SMT. MOU GHOSH, PAN-ADPPG0838C, Voter ID No. CHX0542779, wife of Shib Prasad Ghosh, daughter of Late Nirmal Mitra, residing at 85, Kalibari Road extension, P.O. & P.S. New Barrackpore, Dist. North 24 Parganas, Kolkata-700131, by nationality-Indian, by faith-Hindu., by occupation-Housewife, hereinafter called and referred to as the **OWNER/VENDOR** (which term or expression unless excluded by or repugnant to the context shall mean and include **her** heirs, successors, administrators, executors, legal representatives and assigns) of the FIRST PART.

The Vendor is represented by **her** Constituted Attorney **1. SRI SUBHASISH BISWAS**, PAN-BXEPB8244D, son of Sri Binoy Krishna Biswas, residing at Kora Babupara (South), P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130,, **2. SRI SUMIT HALDER**, PAN-ANAPH8116K, son of Sri Sunil Halder, residing at Kora Nabarunpally, P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130, **3. SRI SHUVO SANKAR DUTTA**, PAN-CFZPD0075A, son of Late Alok Kumar Dutta, residing at Sarada Sarani, Nibedita Park, P.O. Hridaypur, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700127, all by nationality Indian, by faith Hindu, by occupation Business, (by virtue of a development power of attorney executed and registered on 30/03/2023 in the office of DSR-III, North 24 Parganas, Barasat, recorded in book No. I, volume No. 1525, pages from 102950 to 102984 being No. 03940 for the year 2023)

AND

“ELITE CONSTRUCTION” PAN-AAJFE0966A, having its registered office at Kora Nabarunpally, P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130, represented by its partners– **1. SRI SUBHASISH BISWAS**, PAN-BXEPB8244D, son of Sri Binoy Krishna Biswas, residing at Kora Babupara (South), P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas, Kolkata-700130,, **2. SRI SUMIT HALDER**, PAN-ANAPH8116K, son of Sri Sunil Halder, residing at Kora Nabarunpally, P.O. Kora Chandigarh, P.S. Madhyamgram, Dist. North 24 Parganas,

Kolkata-700130, **3. SRI SHUVO SANKAR DUTTA**, PAN-CFZPD0075A, son of Late Alok Kumar Dutta, residing at Sarada Sarani, Nibedita Park, P.O. Hridaypur, P.S. Barasat, Dist. North 24 Parganas, Kolkata-700127, all by nationality Indian, by faith Hindu, by occupation Business, hereinafter referred to as the **DEVELOPER** (which term or expression unless excluded by or repugnant to the context shall mean and include its successors, administrators, executors, legal representatives and assigns) of the SECOND PART.

AND

....., PAN-....., son of, residing at, by faith Hindu, by Nationality Indian, by occupation, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his** heirs, successors, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS all that piece and parcel of land measuring an area of 05 cottahs more or less, comprised in C.S. Dag No.318, R.S. Dag No. 1098 under C.S. Khatian No.46, situated at **Mouza Aharampur**, J.L. 35, Re.Su. No. 97, Pargana Kalikata, under P.S. Khardha then Ghola now New Barrackpore, within the jurisdiction of ADSR office Barrackpur at present Sodepur, under the limits of New Barrackpore Municipality, in the District of North 24 Parganas was purchased by Nimal Mitra son of Surendra Nath Mitra by virtue of a deed of conveyance dated 02-11-1968, registered in the office of SR Barrackpore recorded in book No.I, volume No.77, pages from 5 to 8, being No. 4470 **from** the New Barrackpur Co-operative Homes Limited and mutated his name in the office of New Barrackpur Municipality.

AND WHEREAS said Nirmal Mitra died intestate on 26-03-2005 leaving behind his wife of Bani Mitra and one daughter Mou Ghosh as his heirs and successors who inherited the property left by said Nirmal Mitra according to Hindu Succession Act.

AND WHEREAS said Bani Mitra died intestate on 18-07-2017 leaving behind her one daughter Mou Ghosh as her heir and successor who inherited the property left by said Bani Mitra according to Hindu Succession Act.

AND WHEREAS the owner/vendor herein became the absolute owner of the land which is more particularly described in the **First Schedule** hereunder written and **she** have been seized and possessed thereon free from all encumbrances.

AND WHEREAS said Mou Ghosh became the absolute owner of 05 cottahs of land and she mutated her name under **holding No. 85**, Kalibari Road Extension of New Barrackpore Municipality and the said land was recoded under L.R. Khatian No. 2311 in L.R. Dag No. 1098 and paying khajna and taxes to the **New Barrackpore Municipality** and appropriate authority concerned.

AND WHEREAS said Mou Ghosh entered into a Development Agreement-cum-Development Power of Attorney with the developer herein on 30-03-2023, registered in the office of DSR-III North 24 Parganas, Barasat, recorded in book No. I, volume No. 1525, pages from 102950 to 102984, being No. 03940 for the year 2023.

AND WHEREAS while in peaceful possession, the present owner/vendor for **her** better use and enjoyment of the said plot of land more fully described in the FIRST SCHEDULE hereunder written, decided to construct a multi-storied building in & over the said plot of land and the owner/vendor having no experience, resources and manpower to implement the said development as **her** desire and decided to engage a Developer who has enough experience regarding the Development works.

AND WHEREAS the developer herein prepared a building plan for construction of the said multistoried building in and over the said plot of land and submitted the same for approval from the concerned New Barrackpore Municipality and the said plan was sanctioned from the said Municipality on, vide Plan No.

AND WHEREAS according to the said development agreements the developer handed over the owner's allocations to the owners and the developer got the below schedule property and other properties of the said **G+.... storied** building as their (developer's allocation) allocated portion.

AND WHEREAS due to urgent need of money the Owner/Vendor and the Developer declared **her** intention to sell out a **flat** from the **developer's allocation** Flat being No. on the **FLOOR**, measuring **carpet area** **sq.ft**, super built up area **sq.ft**. more or less including proportionate share in common areas and facilities connected therewith along with the proportionate share of land of the said premises and the Purchaser on the other hand, coming to know such declaration, inspected all the relevant papers & documents including the title of the vendor of the said property and being satisfied **himself** with regard thereto and the nature, scope and extent of the benefits, rights and interest provided to the purchaser and proposed **his** willingness to purchase the said **flat** at or for the consideration of **Rs. (Rupees**

.....) only being the prevailing highest market price, whereupon the Developer categorically agreed to the proposal of the Purchaser and the owners/vendors & developer agreed to sell the said **flat** to the purchaser **at the same consideration**

The Govt value of the said **flat** is **Rs. (Rupees)** only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the above and in consideration of the said sum of **Rs. (Rupees)** only by well and truly paid by the purchaser to the developer at or before the execution of these presents (the receipt whereof the Developer doth hereby admit and acknowledge the same as per memo below and the Owners/vendors and Developer do hereby acquit, release and exonerate the purchaser as well as the said **flat**) the owners/vendors and the developer do hereby grant, sell, convey, transfer, assign and assure unto the Purchaser, free from all encumbrances, attachments and other defects in title **ALL THAT a flat** as more fully and particularly mentioned in the **Schedule ‘B’** hereunder written and in the annexed Plan bordered in Colour RED TOGETHER WITH the proportionate impartible undivided share of land as described in the **Schedule ‘A’** below along with the constructions of common areas, 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 more fully described in the **Schedule ‘D’** hereunder written TOGETHER WITH proportionate, undivided, impartible share and/or interest in the land underneath the said building more fully described in the **Schedule ‘A’** 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 indefensible estate or inheritance in fee, simple in possession without any condition, use, trust or other things whatsoever in alter, defect, encumbrances or make void the same AND NOTWITHSTANDING any such act, deed, matter or thing whatsoever as aforesaid the owners/vendors and 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 or assured or expressed or intended so to be unto and to the use in the manner aforesaid and receive the rents, issues and profits thereof without lawful eviction, interruption, claim or demand whatsoever from or by the Owners/vendors and the developer or by any person or persons lawfully or equitably claiming or to claim from under or in trust for the owners/vendors and developer AND THAT free and clear and freely and clearly and absolutely acquired, exonerated, discharged or otherwise by the Owners/vendors and developer well and sufficiently have defended save harmless and indemnified of and from and against all manner of former and other estate, right, title, interest, lease, mortgages, charges, trusts, wakfs, Debuttars attachments, execution, lispendents, claims, demands and encumbrances, made or done, occasioned or suffered by the Owners/vendors or any person or Persons lawfully or equitably claiming or to claim by from through, under or in trust for the Owners/vendors.

HE OWNER/DEVELOPER AND THE PURCHASER DO HEREBY COVENANT HERETO as follows:

1. **That the Purchaser** shall and may at all times hereafter 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 owners/vendors 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 common stairs, **lift**, landings, passages for the purpose of going and carrying all lugguages and articles without hampering the building.
3. **That thePurchaser** will and shall maintain the said **flat** properly and shall keep the same in good condition so that it may not cause any harm and/or prejudically effect the other occupiers of the said building.
4. **That thePurchaser** after taking possession of the said **flat** shall be liable to pay the proportional **Municipal taxes** which is to be assessed later on.

5. **That the Purchaser** shall at all times hereinafter indemnify the owners/vendors and the developer for non-observance 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. **That 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/vendors of the building nor shall use the same for any illegal or immoral purpose.
7. **That the common** walls not to be destroyed or damaged or otherwise hammered by way of hooking etc.
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 any machine on the floor of the said **flat** or any portion thereof or to hang the same from the beam.
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 **his 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, cables etc. from and to or through any common parts or common portions or other units without making any obstruction in the common portions and areas in a similar manner as enjoyed by the other occupants of the said building who also enjoy the easement rights to the common passage.
11. **That the Purchaser** shall have common rights with the owners/vendors over the boundary wall, common passage and space which are common for the purpose of ingress and egress and **he** can use a portion of the roof for installations T.V./Dish Antena, daily use for the utilisation of the said roof along with the owners/vendors and other flat owner's.
12. **That the Purchaser** shall henceforth peaceably and quietly hold, 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 Owners/vendors or developer or any person or persons claiming through or under or in trust for the owners/vendors and developer and without any lawful act, hindrances, interruptions and disturbances by any other person or persons whatsoever.

13. **That the purchaser** hereby undertake to observe and perform all the rules and regulations of association, society or the incorporated body of flat/shop/garage owners as may be adopted from time to time and at all times for protection, maintenance, use and occupation of a particular by the purchaser and also will bear all costs, charges and expenses for connection with the registration and formation of that association.
14. **The the purchaser** shall remain liable to pay and/or bear the goods and service tax (GST) to the government authority as per Government Rule to purchasing the said flat (if necessary).

:: SCHEDULE 'A' REFERRED TO ABOVE ::
(Description of the Entire Land & Building)

ALL THAT piece or parcel of Bastu land measuring area of **05 cotthas** more or less of land and G+.... storied building namely "....." standing thereon and comprised in C.S. Dag No.318, **R.S. & L.R. Dag No.1098** under C.S. Khatian No.46, L.R. Khatian No.2311, lying and situated at **Mouza-Aharampur, J.L. No.35**, Re.Su No.97, Touzi No.169, under the limits of New Barrackpore Municipality under Ward No.14, Holding No.85, Kali Bari Road Extension, within the Jurisdiction of A.D.S.R. Sodepur, under P.S.New Barrackpur, District-Noth 24 Parganas which is butted and bounded by-

On the North	:	Sailendra Kumar Dutta.
On the South	:	16 feet 6 inches wide Road
On the East	:	Arun Gupta & Nandita Singha.
On the West	:	21 feet wide Municipal Road.

:: SCHEDULE 'B' REFERRED TO ABOVE ::
(Description of the flat)

ALL THAT a self contained **Tiles** flooring **lift** facilitated **residential Flat being No.** on the, measuring **carpet area sq.ft**, super built up area sq.ft. more or less consisting of bed rooms, dining room, kitchen, toilet, **one&..... balcony** of the Building namely '.....' along with proportionate share of land and other common areas and facilities attached therewith as well as

common right of easement proportionately of the said premises more fully and particularly mentioned and described in the schedule "A" herein above written and delineated in the Map or Plan annexed hereto, which is butted and bounded by:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

SCHEDULE 'C' REFERRED TO ABOVE
(COMMON AMENITIES AND FACILITIES)

1. Common passage including Main Entrance, stair case, **lift** and part of the roof ;
2. Open and/or covered paths and passages within the said plot of land and/or holding ;
3. Lobbies and stair cases of the said building ;
4. Electric Meter of the Building ;
5. Water reservoir, water tanks, water pipes (save those inside the unit) ;
6. Wiring and accessories for lighting of common area of the said building ;
7. Pump and Motor ;
8. Drains, sewers and pipes ;
9. Electrical installations relating to the Meter ;
10. Lights at the entrance Gate and the passage within the said building.

SCHEDULE 'D' REFERRED TO ABOVE
(COMMON EXPENSES)

- a) The expenses of maintaining, repairing, redecorating of the main structures and in particular the roof, gutters, water pumps, rain water pipe, electric installations used in common by the owners of the flats the main entrance passages landings and staircase, compounds, terrace, water meters, water tank etc.

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

in presence of :

1.

Signature of the Owner/Vendor

Signature of the developer

PREPARED BY :

SWARAJIT KAR

Advocate
Enrollment No-F-996/662/98
District Judges' Court
Barasat, North 24 Parganas

Signature of the purchaser

TYPED BY

ME :

Barasat, North 24-Parganas,

MEMO OF CONSIDERATION

RECEIVED sum of **Rs. (Rupees)** only from the within named purchaser as and by way of Earnest Money or part payment payable under these presents as per Memo below :—

Date	Name of Bank	Ch.No.	Amount (Rs.)
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Total Rs.

(Rupees) only

WITNESSESS :

1.

2.

Signature of the Developer

