

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day
of , Two Thousand Twenty Five (2025).

BETWEEN

(1) ABID ALI (PAN: - CRFPA3043R, A ADHAR No.4743 -2852-0591)

son of Late Musa Mia Alias Musa Miyan and Late Jhalo Bibi, by Occupation – Business, by faith- Muslim, by Nationality – Indian, residing at – 46, S.P. Banerjee Road, P.O. Alam Bazar, P.S.- Baranagar, Kolkata – 700 035, in the District of Baranagar, in the state of West Bengal, represented by her lawful constituted attorney– **MR. RAJ KUMAR BHUINA** (PAN – A MA PB5776E, Aadhaar Card No. 7638-8154-9302) son of Rabin Bhuina , by Religion - Hindu, by Occupation – Business, by Nationality - Indian, having her office cum residence at – 1A/H/2, Satchasi Para Road, P.O.& P.S. - Cossipore, Kolkata – 700 002, in the district of North 24 Parganas, in the state of West Bengal, by virtue of a registered Power of Attorney, vide Book No. I, Volume No. 1901, Page from 397353 to 397410, Being No. 09677 , for the year 2023, registered before the A.R.A -I, Kolkata, dated 22.11 .2023, hereinafter Jointly referred to as the VENDORS/OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and assigns of the **FIRST PART**.

(2) RITTICK ENTERPRISE a proprietorship firm represented by its sole proprietor namely - **MR. RAJ KUMAR BHUINA** (PAN – AMAPB 5776E, Aadhaar Card No.7638 -8154-9302) son of Rabin

Bhuina, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, having his office cum residence at - 1A/H/2, Satchasi Para Road, P.O.& P.S. - Cossipore, Kolkata - 700 002, in the district of North 24 Parganas, in the state of West Bengal, hereinafter called and referred to as the PROMOTER/DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and assigns) of the **SECOND PART.**

AND

_____ hereinafter called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective and each of his legal heirs, executors, administrators, legal representatives, and assigns) of the **OTHER PART:**

AND WHEREAS Abid All was the owner as per Muslim law inheriting being land with structure, the said land is measuring about 2 cottahs 4 chittaks 4 sq. ft. and the remaining structure is measuring about 908 sq. ft. of R.T. shed and his sister executed a Deed of Gift dated on 7th of March, 2019 which was registered in the office of DSR-I, North 24 Parganas and gifted land measuring about 1 cottah 2 chittaks 2 sq. ft with structure measuring about 454 sq. ft. the said Deed of Gift was registered in Book No. I, Volume No. 1501-2019, Page- 66216 to 66241, Being No. 150101996 for the year 2019.

AND WHEREAS as per the said Deed of Gift said Abid Ali became the absolute owner of land with structure, being land measuring about 3 cottah 6 chittaks 6 sq. ft. and structure measuring about 1362 sq. ft., the said property lying and situated at Mouza-Baranagar, J. L. No. 5, R.S. No. 6, Touzi No. 1068/2833, C.S. & R.S. Dag No. 2453, L.R. No. 4109, C.S., R.S. & L.R. Khatian No. 2663, Holding No. 108 municipal premises No. 46, S. P. Banerjee Road, Kolkata-700035, Ward No. 007 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas. The said property is more fully described in schedule-"A" property herein.

AND WHEREAS said Schedule-"A" property is having partly occupied by the tenant.

AND WHEREAS the party of the one part herein is willing to develop the said schedule-"A" property herein by demolishing old and dilapidated structure.

AND WHEREAS the party of the one part herein is not having financial capacity, expert knowledge, experience and skill to develop the said schedule-"A" property herein.

AND WHEREAS the party of the other part herein as Developer having the necessary expertise and skills approached the parties of the one part herein being owner to develop the Schedule-"A" property herein.

AND WHEREAS the party of the one part being owner is willing to develop the Schedule-"A" property through the party of the other part herein as being Developer.

AND WHEREAS upon the necessary discussion of the both parties agreed to develop the said property they executed a

development agreement dated 22.11.2023 registered at ARA-I, Kolkata, in Book No. I, Volume No. 1901-2023, Page- 397123 to 397202, Being No. 190109663 for the year 2023.

AND WHEREAS after the registered development agreement a general power of attorney also executed between the parties on 22.11.2023 which is also registered at ARA-I, Kolkata, in Book No. I, Volume No. 1901-2023, Page- 397353 to 397410, Being No. 190109677 for the year 2023.

AND WHEREAS the developer referred to here as the SECOND PART along with the owner obtained a proposed G+IV storied residential building plan sanction no-SWS-OBPAS/2103/2024/0203 dated 23.09.2024, therein after M/S. RITTICK ENTERPRISE started the construction.

Hereinafter the purchaser in search of residential need has approached the developer for a self-contained residential flat and the developer offered a () BHK flat on () floor () side admeasuring super buildup area () Sqft, carpet area () sqft in the said building at / or for the price of total consideration of Rs. () (Rupees lakhs thousand hundred only), alongwith all easements rights at

46, S.P. BANERJEE ROAD, P.S. BARANAGAR, WARD NO-07, Mouza-Baranagar, J.L. No.5, R.S. No.6, Touzi No- 1068/2833, C.S. & R.S. Dag No-2453, C.S. & R.S. Khatian No-2663, L.R. Dag No-4109, L.R. Khatian No-2663, under Baranagar Municipality, District North 24 Paraganas, Kolkata-700035, West Bengal.

NOW THIS INDENTURE WITNESSETH that in pursuance to the Agreement for Sale entered into in consideration of payment of a total sum of Rs. _____/- (Rupees _____) only paid by the Purchaser to the Vendor, the receipt whereof the Vendor doth hereby admit and acknowledge and discharge the Purchaser from making any further payment, the Vendor doth hereby admit and acknowledge of and for the payment of the same) forever release and discharge the Purchaser. The Vendor doth hereby grant, convey, transfer, assign and assure unto the Purchase of **ALL THAT** piece and parcel of a self-contained residential () BHK flat at () floor () side admeasuring super buildup area () Sqft, carpet area () sqft in the said building at / or for the price of total consideration of Rs. () (Rupees lakhs thousand hundred only) as it is where it is basis TOGETHER WITH all sorts of easement right over the common

passage alongwith courtyards and benefits and advantages of ancient and other rights, liberties, easements, privileges, appendages and appurtenances, whatsoever to the said property or any part thereof belonging or anywise appertaining to or with the same or any part thereof usually hold, used, occupied or enjoyed or reputed to belong or be appurtenant thereto lying and situated at 46, S.P. BANERJEE ROAD, P.S. BARANAGAR, WARD NO-07, Mouza- Baranagar, J.L. No.5, R.S. No.6, Touzi No- 1068/2833, C.S. & R.S. Dag No-2453, C.S. & R.S. Khatian No-2663, L.R. Dag No-4109, L.R. Khatian No-2663, under Baranagar Municipality, District North 24 Paraganas, Kolkata-700035, West Bengal more fully and particularly mentioned in **SCHEDULE** hereunder written below

AND reversion or reversions, reminder or reminders and the rents, issues, and profits of and in connection with the said self contained accommodation and all the estate, right, title and interest, property, claim and demand whatsoever of the Vendor into out of or upon the said accommodation together with interest in common and common path and paths, passages or any part or parts thereof respectively **TO HAVE AND TO HOLD** the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be with the rights, liberties and appurtenances unto and to the use of the purchaser, his heirs, executors, administrators,

representatives and assigns for every and the vendor doth hereby for himself, his heirs, executors, administrators, and representatives covenant to the purchaser, his heirs, executors, administrators, representatives and assigns.

THAT NOTWITHSTANDING any act, deed or thing whatsoever by the Vendor or by way of his predecessors- in- title, ancestors- in- title, done or executed or knowingly suffered to the contrary the Vendor now hath good, right, full power and absolute authority and indefeasible title to grant, convey and transfer the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser, his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said property in khas or through tenants without any claiming through or under his and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for his or from or under any of his ancestors or predecessor- in- title.

AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated and released to otherwise by and at the costs and expenses of the Vendor well and sufficiently indemnified or from and against all and all manners of claim, charges, liens, debts,

attachments and encumbrances whatsoever made or suffered by the Vendor or any of his ancestor or predecessors- in- title or any person or persons lawful or equitably claiming as aforesaid

AND FURTHER that the Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for his the vendor or from or under any of his predecessors- in- title or ancestors- in- title shall and will from time to time and all times hereafter at the request and cost of the purchaser his heirs, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser, his heirs, executors, administrators, representatives and assigns accordingly to the true intent and meaning of this deed as shall or may be reasonably required.

THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

1. That the Vendor himself or any predecessors- in- title of the Vendor had/have never made or done anything or executed any deed or committed or knowingly suffered to the contrary to the absolute title of the Vendor and the Vendor is lawfully and rightfully seized and possessed of or otherwise well and

sufficiently entitled to the said property hereby granted as an absolute and indefeasible estate equivalent thereto free from all encumbrances and charges whatsoever, excepting the liabilities, if any, for the arrears land revenue and/or municipal taxes as provided hereinafter under sub- clause (8) hereof, and that the Vendor has full power and absolute and indefeasible right and authority to sell grant, convey and transfer the said property hereby granted unto the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

2. The interest which the Vendor hereby transfers, subsists and has good right, full power and absolute authority to grant, convey, transfer, assigns and assure the said flat to be the same a little more or less together with other common parts, paths and passages in the said premises as aforementioned hereby granted, conveyed, transferred, assigned and assured unto the Purchaser in the manner aforesaid.
3. It shall be lawful for the Purchaser and at all times hereafter to enter into an upon hold and enjoy the said flat with other common parts, paths and passages in the said premises and every part thereof and to receive the rents and profits thereof without any interruption, disturbance claim or demand whatsoever from or by the Vendor or any person or

persons being subsequent owner.

4. The said () BHK flat at () floor () side admeasuring super buildup area () Sqft, carpet area () sqft area more or less and other common parts paths and passages in the said premises are free and discharge from and against all manner of encumbrances whatsoever.
5. The Vendor and all his heirs, executors, administrators, shall at all times hereafter indemnify and Keep harmless and indemnified the Purchaser, his heirs, executors, administrators, assigns against all loss, damage, costs, charges and expenses if any, suffered by reason of any defect in the title of the Vendor or any breach of the covenant hereunder contained AND the Vendor or any breach of the covenant hereunder contained and the Vendor his heirs, administrators, assigns further covenant that they shall at the request and costs of the purchaser, his executors, heirs, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the manner as aforesaid according to the true intent and meaning of this deed.

6. The Vendor shall all times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge, execute and perform all such further and other lawful reasonable acts, deeds, conveyances matters and things whatsoever for the further betterment or more perfectly assuring the said premises and every part thereof unto the Purchaser in manner aforesaid as shall or may be reasonable required and at the costs of the Purchaser.
7. The Vendor shall unless prevented by fire or some other inevitable accidents from time to time and at all times hereafter upon every request and at the cost of the Purchaser or his Attorney or agents or at any trial commission examination or otherwise as occasion shall require all or every of the deeds, documents and writings **AND ALSO** shall at the request and cost of the Purchaser deliver to the Purchaser such attested or other copies or extracts of and form the said deeds documents and writings or any of them as the Purchaser may reasonably and lawfully required.
8. The Vendor and the Purchaser herein do hereby further covenant in respect of the matter as appearing hereunder:- The Vendor shall co-operate and assist the Purchaser herein to get his name duly mutated with the Baranagar Municipality at 46,

S.P. BANERJEE ROAD, P.S. BARANAGAR, WARD NO-07, Mouza-Baranagar, J.L. No.5, R.S. No.6, Touzi No- 1068/2833, C.S. & R.S. Dag No-2453, C.S. & R.S. Khatian No-2663, L.R. Dag No-4109, L.R. Khatian No-2663, under Baranagar Municipality, District North 24 Paraganas, Kolkata-700035, West Bengal in respect of The said () BHK flat at () floor () side admeasuring super buildup area () Sqft, carpet area () sqft to be the same a little more or less as described in Schedule-B hereunder written below and will forward his “No-Objection” in that matter to the authority whenever the same will lawfully require.

9. That the Vendor has put the purchaser in actual possession of the said property hereby sold and transferred.
10. That the said property is not affected by any attachment including attachment under any certificate case or any proceedings started at the instance of the Income- Tax or Estate Duty Authorities or other Government Authorities under Public Demand & Recovery Act or any other Acts or otherwise whatsoever and that there is no certificate case or proceedings against the Vendor for realization of arrears of Income- tax of Estate Duty or other taxes or dues or otherwise under the Public Demand & Recovery Act and/or any other acts for the time being in force and that the said property is not

otherwise charged, mortgaged or encumbered except for the liabilities, if any, for the arrear land revenue and/or Municipal tax as provided in sub- clause (8) hereinafter.

11. That the said property is not affected by any notice or scheme of Baranagar Municipality OR Govt. of India and that no declaration has been made or published for acquisition of the said property or any part thereof under the Land Acquisition Act, 1894 or any other Acts or Enactments in force.
12. That there is no impediment under the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 for the Vendor to grant transfer, convey, assign and assure the said property unto the Purchaser in the manner aforesaid.
13. That the Vendor shall pay all arrears of rent and taxes of Baranagar Municipality upto the date of execution of these presents and in case his fail to clear of or pay the said dues, if any, the Purchaser shall be entitled to pay the same in adjustment from the sale price payable hereunder by the Purchaser to the Vendor.

AND THAT the Purchaser shall have every right to mutate his name in the recorded in Baranagar Municipality and other competent authority on deletion of previous name and pay taxes and revenues

before the appropriate authority/ authorities.

AND THAT the Vendor in case of any necessity in future and for better enjoyment of the said property or for removing any defect or ambiguity shall execute and register necessary Deed of Declaration or any such Deed without any consideration but at the cost and request of the Purchaser.

SCHEDULE-A

ALL THAT piece and parcel of bastu land measuring about 03 Cottah 6 Chittacks 06 sq. ft. to be the same a little more or less, the said property lying and situated at Mouza-Baranagar, J. L. No. 5, R.S. No. 6, Touzi No. 1068/2833, C.S. & R.S. Dag No. 2453, L.R. No. 4109, C.S., R.S. & L.R. Khatian No. 2663, Holding No. 108 municipal premises No. 46, S. P. Banerjee Road, Kolkata-700035, Ward No. 007 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas. **TOGETHER WITH** the easements and quasi-easements, common right over the common passage, main entrance, roof drain line, filtered water line of the said Row House and delineated in the MAP or PLAN annexed hereto and thereto shown with Boundary line in RED verge and which is butted and bounded as follows :-

<u>ON THE NORTH</u>	:	By Plot No.7.
<u>ON THE SOUTH</u>	:	By others land.
<u>ON THE EAST</u>	:	By other land.
<u>ON THE WEST</u>	:	By 12 ft. wide common passage.

SCHEDULE-B

ALL THAT piece and parcel of The said () BHK flat at () floor () side admeasuring super buildup area () Sqft, carpet area () sqft to be the same a little more or less, the said property lying and situated at 46, S. P. Banerjee Road, Kolkata-700035, Ward No. 007 under the Baranagar Municipality, P.S. Baranagar, District-North 24 Parganas. **TOGETHER WITH** the easements and quasi-easements, common right over the common passage, main entrance, roof drain line, filtered water line of the said Row House and delineated in the MAP or PLAN annexed hereto and thereto shown with Boundary line in RED verge and which is butted and bounded as follows :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

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

WITNESSES :

1.

***SIGNATURE OF THE VENDOR/
OWNER***

2.

SIGNATURE OF THE PURCHASER

Drafted by me :

Advocate

MEMO OF CONSIDERATION

RECEIVED the sum of Rs. /- (Rupees)
only from the above-named **Purchaser** as full & final
 consideration as per memo below:-

MEMO

<u>Sl.</u>	<u>Particulars</u>	<u>Amount</u>
<u>No.</u>		<u>(Rs.)</u>

Total : Rs. _____

(Rupees _____) only.

WITNESSES :

1.

2.

**SIGNATURE OF THE VENDOR/
 OWNER**