DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of

, Two Thousand Twenty Five (2025):

BETWEEN

SMT. KANA NANDI (PAN- ABQPN2087B, Aadhaar No. 8876 1881 2538) wife of Priyaranjan Nandi, by faith- Hindu, by nationality- Indian, by occupation-Housewife, residing at "Nandi Bhavan", Sonarpur Station Road, P.O. - Sonarpur, P.S.-Kolkata-700150, District -South 24 Parganas, hereinafter called and referred to as "the LAND OWNER / **OWNER / FIRST PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be and include her heirs. deemed to mean executors. administrators, legal representatives and assigns) of the FIRST represented by her Constituted Attorney BIJOLI PART **HEIGHTS,** a Proprietorship Firm, having its office at 198, R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, District- South 24 Parganas, represented by its Proprietor SRI SANTONU DAS (PAN- AIDPD9594R, Aadhaar No. 7516 3156 5274), son of Late Jagennath Das, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at 198, R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, Narendrapur, Kolkata- 700150, District- South Parganas by virtue of a Development Power of Attorney after Registered Development Agreement dated 17th day of May, 2023 which has been duly registered before D.S.R.-III, South 24 Parganas and recorded in Book No.I, Volume no. 1603-2023, pages from 190723 to 190745, being no. 160306735 for the year 2023.

AND

BIJOLI HEIGHTS, a Proprietorship Firm, having its office at 198, R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, P.S.-

Narendrapur, Kolkata- 700150, District- South 24 Parganas, represented by its Proprietor **SRI SANTONU DAS** (PAN-AIDPD9594R, Aadhaar No. 7516 3156 5274), son of Late Jagennath Das, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at 198, R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata-700150, District- South 24 Parganas, hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

AND

WHEREAS:

1. **OWNER** shall mean **SMT. KANA NANDI (PAN-ABQPN2087B, Aadhaar No. 8876** 1881 2538) wife of Priyaranjan Nandi, by faith- Hindu, by nationality- Indian, by occupation- Housewife, residing at "Nandi Bhavan", Sonarpur Station Road, P.O. - Sonarpur, P.S.- Sonarpur, Kolkata-700150, District –South 24 Parganas.

- 2. **DEVELOPER** shall mean **BIJOLI** HEIGHTS. Proprietorship Firm, having its office at 198, R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, P.S.-Narendrapur, Kolkata-700150, District- South 24 Parganas, represented by its Proprietor SRI SANTONU DAS (PAN- AIDPD9594R, Aadhaar **No. 7516 3156 5274),** son of Late Jagennath Das, by faith-Hindu, by nationality- Indian, by occupation- Business, residing R.K. Pally, Saanvi Apartment, P.O.- Sonarpur, P.S.at 198, Narendrapur, Kolkata- 700150, District- South 24 Parganas and administrators, its. executors. successor-in-office, legal representatives and assigns.
- 3. **PURCHASER** shall mean (PAN No.-, Aadhaar No.), S/o, by faith-, by nationality-, by occupation-, residing at Vill-, P.O. & P.S., Dist, Pin, including their heirs, executors, administrators, legal representatives and assigns.
- 4. **LAND** shall mean **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal,

more fully and particularly described in the FIRST SCHEDULE hereunder written.

- 5. **BUILDING** shall mean the multi storied building which the Developer has been constructing on the said Premises as per plan sanctioned by the Rajpur- Sonarpur Municipality.
- 5. (a). **FLAT/UNITS** shall mean the flats and/or other spaces in the said building intended to be and/or capable of being exclusively occupied but shall not include any vehicles parking space cars, two wheeler and three wheelers) unless specified separately.
- 5.(b) **THE SAID FLAT/UNIT** shall mean the flat and/or other space and all fittings and fixtures as detailed in Second Schedule herein and the Purchaser's proportionate undivided share in the Land and the common areas/portions of the Premises as set out in the Third Schedule hereinafter written.
- 6. **PARKING SPACE** shall mean open or covered space reserved in the land for parking of medium size motorcars or mechanized two wheelers and three wheelers if so mentioned.
- 7. **ARCHITECT** shall mean such person /firm/ Company whom the Developer may appoint from time to time as the Architect for the said building.
- 8. **THE PLAN** shall mean the plan, elevation, design, drawings, specifications of the said building as prepared by the

Architect and as sanctioned by the Rajpur- Sonarpur Municipality vide Sanction Plan No. **SWS-OBPAS/2207/2025/0371 dated 11.03.2025.**

- 9. **CO-HOLDERS** shall according to its context, mean all persons who have agreed to hold flats, Flat/Units in the said building including the Developer for the Flat/Units not transferred or agreed to be transferred.
- 10. **COMMON PORTIONS** shall mean all common areas driveways erection, constructions and installations, comprise in the 'Building¹ mentioned in the Third Schedule herein and expressed or intended by the Land owner / Developer for the common use and enjoyment of the Co-holders.
- 11. **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 17.05.2023 between the Owner of the One Part and The Developer of the other part.
- 12. **COVERED AREA** shall according to its context mean the plinth area of the said Flat/Unit or all the Flat/Units in the building including the bath room and balcony or attached terrace and also the thickness of the boundary walls internal walls, and pillars PROVIDED THAT if any wall be common between the two flats/Flat/Units, then half of the area under such wall shall be included in each such Flat/Unit.
- 13. **ASSOCIATION** shall mean the association by and of the holders of fiats/Flat/Units of the building, Land owner / Developer by the Owner to be formed under relevant law of the

land for common purposes.

WHEREAS one Praktan Chhatra Sangha, Narendrapur, 24 Parganas sold, transferred and conveyed ALL THAT piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal in favour of Sukumar Dutta, son of Late Durga Das Dutta by virtue of a Deed of Conveyance dated 06.07.1967 which was registered in the office of S.R. Sonarpur and recorded in Book No.I, Volume no. 19, pages from 103 to 106, being no. 1129 for the year 1967.

AND WHEREAS said Sukumar Dutta while seized and possessed his purchased land, died intestate leaving behind his three sons namely Ranen Dutta, Ranjit Dutta and Rathin Dutta and wife Parul Dutta, as his only legal heirs and successors, as per Hindu Succession Act, 1956.

AND WHEREAS said Ranen Dutta, Ranjit Dutta, Rathin Dutta and Parul Dutta jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur,

in the District of South 24 Parganas, West Bengal unto and in favour of Jitendra Chowdhury, son of Asutosh Chowdhury by virtue of Deed of Conveyance dated 20.09.1995 which was duly registered before A.D.S.R. Sonarpur and recorded in Book No.I, Volume no. 81, pages 341 to 346, being no. 5294 for the year 1995.

AND WHEREAS said Jitendra Chowdhury sold, transferred and conveyed said land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal unto and in favour of Subhra Chowdhury, wife of Jitendra Chowdhury, by virtue of Deed of Conveyance dated 31.10.1997 which was duly registered before D.S.R. Alipore and recorded in Book No.I, being no. 3331 for the year 1998.

AND WHEREAS said Subhra Chowdhury by virtue of a Deed of Conveyance dated 02.12.1998 sold, transferred and conveyed land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal unto and in favour of Hari Ranjan Nandi, son of Late Mahendra Lal Nandi. The said Deed of

Conveyance was duly registered before A.D.S.R. Sonarpur and recorded in Book No.I, Volume no. 12, pages from 65 to 73, being no. 707 for the year 1999.

AND WHEREAS said Hari Ranjan Nandi by virtue of a Deed of Conveyance dated 12.12.2001 sold, transferred and conveyed land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, R. S. Dag No. 105, 106 & 107, known as Scheme Plot No. 384, Sri Ramakrishna Pally, now under Rajpur Sonarpur Municipality, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal unto and in favour of Kona Nandi, the owner/first part herein. The said Deed of Conveyance was duly registered before A.D.S.R. Sonarpur and recorded in Book No.I, Volume no. 151, pages from 123 to 130, being no. 8923 for the year 2001.

AND WHEREAS the owner herein mutated her name in the B.L. & L.R.O. being L.R. Khatian No. 1595, L.R. Dag no. 194 and in the office of Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08 under Rajpur Sonarpur Municipality.

AND WHEREAS by virtue of purchase the owner herein is the sole and absolute and in physical possession of **ALL THAT** piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, known as Scheme Plot No. 384, Sri

Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal, which is more particularly described in the **SCHEDULE "A"** of this Agreement and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

AND WHEREAS the First Party / LAND OWNER have represented that she is desirous of developing the land for construction of a G + IV building but at present due to various reason is unable to initiate the process of doing the same. The First Party stated inter alia that she is desirous of constructing the above said building for their own residential purpose but do not possess the financial means to do the same. They also represented that they are in requirement of financial assistance for their own personal need and as want to dispose off the excess floor area which can be constructed in the land as described in Schedule-A herein below and the Owner is now desirous that the said land be developed by constructing a residential Building thereon by a Developer in accordance with the Plan.

AND WHEREAS the **SECOND PARTY** / **DEVELOPER** is a reputed Developer of Ownership buildings / flat / apartment, etc. and is interested in developing the **LAND OWNER'S** land and constructing a multi storied residential building thereon

with the objective to sell off the Developer allocation of the proposed building according to ratio after satisfying or giving possession to the **LAND OWNER** according to their allocation in the proposed building.

AND WHEREAS the Owner being desirous of developing and exploiting commercially the said premises entered into a registered Development Agreement dated 17th day of May, 2023 which has been duly registered before D.S.R.-III, South 24 Parganas and recorded in Book No.I, Volume no. 1603-2023, pages from 190774 to 190818, being no. 160306716 for the year 2023 with Developer by demolishing the existing structure and by constructing a new building thereon accordance with the building plan to be sanctioned by the Rajpur - Sonarpur Municipality.

AND WHEREAS the Developer has prepared a Building plan for the said premises and has submitted the same to the Rajpur - Sonarpur Municipality for sanction and the Rajpur- Sonarpur Municipality accorded its sanction Plan No. **SWS-OBPAS/2207/2025/0371 dated 11.03.2025.**

AND WHEREAS the Developer herein duly constructed a multi storied building over the First Schedule Schedule property according to sanction plan being Plan No. **SWS-OBPAS/2207/2025/0371 dated 11.03.2025.**

AND WHEREAS the Purchasers are desirous of owning ALL **THAT** one self contained, residential flat, being **Flat No. ...**, on the side of the Floor measuring Super Built - up area of sq. ft (carpet area sq.ft. and built up area sq.ft.) consisting of Bed Rooms, 1 living cum dining cum drawing room, 1 Kitchen, 1 Toilet, 1 W.C. and 1 balcony balconv of the newly constructed building namely "CHAYABITHI" together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits of the Rajpur Sonarpur Municipality Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal, fully described in Second Schedule as mentioned and described hereunder written and herein after referred to as the said Unit.

and whereas being approached by the Purchaser the Land owner and Developer herein have agreed to sell and the Purchaser has agreed to purchase the said flat along with undivided proportionate share in the said land fully described in Second Schedule herewith along with the proportionate undivided share in common areas as detailed in the Third Schedule hereunder written at the total consideration amount of Rs....../-(Rupees) only and an Agreement for Sale has been executed by and between the parties herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the

said Agreement for Sale and in consideration of the sum of total Rs...../-(Rupees only towards the cost of land and the cost of construction of flat to the Vendor before the execution of these presents (the receipt whereof the Vendor do hereby and also by the received here under written admit and acknowledge) and the Vendor do hereby absolutely and indefeasibly grant, sell, conveys, transfer assign and assure ALL THAT one self contained, residential flat, being Flat No. ..., on the North-East side of the Floor measuring Super Built - up area of sq. ft (carpet area sq.ft. and built up area sq.ft.) consisting of ... Bed Rooms, 1 living cum dining cum drawing room, 1 Kitchen, 1 Toilet, 1 W.C. and balcony balcony of the newly constructed building namely "CHAYABITHI" together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building lying within the limits of the Rajpur Sonarpur Municipality Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal, together with proportionate share of and interest in the said land and the common portions areas in common with other co Owner of flat in the said building more fully and particularly described in the Second Schedule hereto and the Vendor and developer confirms and reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said undivided share in the said land and the said flat and all the estate, right, title and interest, property claim and demand whatsoever of the Vendor into out of or upon the said undivided

share in the said land and the said flat and all other benefits, rights, herein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** his and every of his respective rights, liberties and appurtenances whatsoever to the unto the purchase free from all encumbrances, trusts, charges, liens and attachments whatsoever AND ALSO TOGETHER WITH all easement or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the undivided share in the said land and the said flat including those which are more particularly mentioned in the fifth schedule hereto and in common with other co-Owner of the building **TO HAVE AND TO HOLD** the said undivided share in the said land and the said flat and all other benefits, privileges and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof absolutely and forever and subject to the Purchaser covenant contained hereunder written **AND ALSO** subject to the Purchaser paying and discharging all taxes and impositions on the said flat wholly and the common expenses proportionately and all other outgoing in connection with the said flat wholly and the said building and the said land in particular and the common portions proportionately with effect from the date of possession.

THE VENDOR AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

1) The interest which the Vendor and developer both thereby

profess to transfer subsists and that the Vendor had good right, full power absolute authority and indefeasible title to grant, sell, convey, transfer assign and assure unto the Purchaser the said undivided share of the land together with the benefits and rights in the manner aforesaid and the Vendor have not any time hereto before done omitted, committed knowingly suffered or been partly to any act deed or thing whereby the said unit or any part thereof may be impeached and encumbered or whereby the Vendor may be prevented from granting selling conveying transferring assigning or assuring the said unit together with the benefits and rights hereby granted unto the Purchaser.

- 2) It shall be lawful for the Purchaser from time to time and at all times hereafter to quietly enter into and upon and to hold use and enjoy the said flat and every part thereof and to receive, rents, issues and profits thereof without any interruption disturbances claim or demand whatsoever from or by the Vendor and developer or any person or persons claiming through under or in trust for them or any of them and freed discharged and cleared from or otherwise by the Vendor and developer stated harmless and indemnified against all manner or encumbrances whatsoever created occasioned or made by the Vendor save only these as are expressly mentioned therein.
- 3) The Vendor and developer and every person or persons having or lawfully claiming any estate, right, title or interest into or upon the said land through under or in trust for them or any of them shall and will from time to time and at all times

hereafter upon every reasonable request and at the cost of the Purchaser made do acknowledge execute and perfect all such further and or other lawful and reasonable acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said unit and rights hereby granted and sold unto the Purchaser and in the manner aforesaid.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows:-

1) To observe fulfill and perform the covenants hereunder written including those for the common purposes mentioned and described in the third Schedule hereunder written and shall regularly and punctually pay and discharge all taxes and expenses and all other outgoings in connection with the said land and the building and in particularly the common portions proportionately from the date of possession.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 5 Cottahs 2 Chittacks in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, known as Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal, the said land is butted and & bounded by: -

ON THE NORTH: 25' feet wide road.

ON THE SOUTH: Plot no. 383, Ramkrishna Pally. **ON THE EAST**: Plot no. 385, Ramkrishna Pally.

ON THE WEST : 50' feet wide Mission Pally Road.

THE SECOND SCHEDULE ABOVE REFERRED TO (FLAT)

ALL THAT one self contained, residential flat, being **Flat No. ...**, on the side of the Floor measuring Super Built - up area of sq. ft (carpet area sq.ft. and built up area sq.ft.) consisting of Bed Rooms, 1 living cum dining cum 1 Kitchen, 1 Toilet, 1 W.C. and 1 drawing room, balconv of balcony the newly constructed building namely "CHAYABITHI" together with right, title, interest in undivided proportionate share in land attributed to the flat in a newly constructed building in Mouza: Nischantapur, J.L. No. 53, Touzi No.285, R.S. Khatian No. 2, 3 & 202, L.R. Khatian No. 1595, R. S. Dag No. 105, 106 & 107, L.R. Dag no. 194, Scheme Plot No. 384, Sri Ramakrishna Pally, under Rajpur Sonarpur Municipality, being Holding No. 2294, Ward No. 08, Mission Pally Road, P.S. - Sonarpur at present Narendrapur, in the District of South 24 Parganas, West Bengal with enjoyment of common rights, benefits facilities and easement attributable to the flat. The said flat hereby delineated in border **RED** in the **MAP** or PLAN annexed herewith to be treated as a part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO (COMMON AREAS)

- Staircase on all floors, staircase landing on all floors, lift
 & Lift well.
- 2. Common passage from the main road to the Building.
- 3. Water pump, underground water tank and other plumbing installation and overhead tank.
- 4. Drainage and sewers and septic tank and septic pit.
- 5. Boundary walls and main gates.
- 6. Such other fittings and fixtures which are being used commonly for the common purposes or needed for using the individual facilities/amenities.
- 7. Electrical Power Transformer.
- 8. Roof (Terrace), mumpty room, security room, security toilet and meter room.

THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON EXPENSES)

- 1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas mentioned in **THIRD SCHEDULE** hereinbefore.
- 2. The expenses of repairing, maintaining, painting the main structure outer walls and common areas of the Building.

- 3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.
- 4. Salaries of all persons and other expenses for maintaining the said building.
- 5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may e applicable and/or payable as the said building.
- 6. Such other expenses as may be necessary for or incidental in the maintenance and up keepment of the premises and the common facilities and amenities.

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

SIGNED, SEALED & DELIVERED

By the parties at Kolkata in the Presence of:

WITNESSES:

1.

SIGNATURE OF THE LAND OWNER

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me:

Advocate Alipore Judges Court Kolkata – 700027 Print at:

Alipore Judges Court Kolkata – 700027

MEMO OF CONSIDERATION

RECEIVED of and from within named Purchaser the within
mentioned sum of Rs/-(Rupees) only
being the Total consideration money mentioned above as per
Memo below.
MEMO
S1. Cheque / Draft Dated Drawn on Amount (Rs.) No. No.
Total: Rs. /=
1.
2.
SIGNATURE OF THE DEVELOPER