

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of, Two
Thousand Twenty Three (2023).

BETWEEN

GALAXY
ନାଭିକା (ସଂଗଠନ)
Proprietor

(2)

NAZIRA BEGUM, (PAN - AHXPC0113G), (Aadhaar - _____), wife of Late Jahangir Chowdhury, by Religion - Islam, by Nationality-Indian, by Occupation - Housewife, residing at Kazi Mohalla, Post Office - Pandua, Police Station - Pandua, District - Hooghly, Pin - 712149, West Bengal, by virtue of a Sale Deed which was duly registered before the office of the A.D.S.R. Chinsura, and recorded in Book No. I, Volume No.- 0603-2018, Pages - 63014 to 63031, Being No. 060303167 for the year 2018, hereinafter referred to as the “**OWNERS/ VENDORS**” and also Proprietor/Developer of the **FIRST PART**.

A N D

MR./MRS./MS..... (PAN -) (**AADHAR NO -**), son/ daughter/ wife of, by occupation-, by faith-, by nationality - Indian, residing at, Post Office -, Police Station -, West Bengal -....., hereinafter called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their respective heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS one of the absolute owner Chowdhury Abdulla Jabbar was the Sole and absolute owner in respect of All that piece and parcel of land measuring an area of 42 decimals Vita Land of Mouza - Pandua, J.L. No. 108 comprised in C.S. Dag No. 1013, under C.S. Khatian No. 629 within limit Pandhua Gram Panchayet, P.S. - Pandua A.D.S.R. office, Hooghly, Dist. - Hooghly in West Bengal.

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And whereas Chowdhury Abdulla Jabbar died leaving behind one son Chowdhury Abdulla Karim inherited the said property as his legal heirs & successors and he was the sole and absolute owner in respect of property 43 Satak vita land comprised in Mouza - Pandua, J.L. No. 108, comprised in R.S. Dag No. 1013, under R.S. Khatian No. 3084, within limit Pandhua Gram Panchayet, P.S. - Pandua A.D.S.R. office, Hooghly, Dist. - Hooghly in West Bengal.

And whereas Abdulla Karim died leaving behind his five sons, two daughter and wife inherited the said property as his legal heirs & successors.

And whereas one sons Jahangir Chowdhury died leaving behind three sons, one daughter and wife inherited the said property as his legal heirs & successors.

And whereas all legal heirs as vendor Sale the property by a registered sale deed, being No. 03069 for the year 2018, Book No. I, Volume No.- 0603-2018, Pages - 61033 to 61075, registered at A.D.S.R. Chinsura infavour of Sahidul Chowdhury as purchaser.

After that purchasing owner Sahidul Chowdhury Gifted the Property infavour of Nazira Begum (wife of Late Jahangir Chowdhury) by a registered Deed of Sale being Deed No. 03167 for the year 2018, Book No. I, Volume No.- 0603-2018, Pages - 63014 to 63031, registered on 27.09.2016 and registered at A.D.S.R. Chinsura.

AND WHEREAS the owner Nazira Begum seize and possessed land measuring 13 Decimals be the same little more and less comprised in Mouza

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- Pandua, J.L. No. 108/, L.R. Dag No. 1242, L.R. Khatian No. 1142 got her name in records mention in the office of the concern BL and LRO and have being duly punctually receiving paying and discharging the rent issues and other out going concerning.

AND WHEREAS the owner virtual in boundary declaration registering Book No. I, Volume No. 1904-2023, Pages from 393786 to 393798 being No. 08079 for the year 2023 registered at A.R.A. IV Kolkata.

AND WHEREAS the owner Nazira Begum as a proprietor decided to develop the project and develop the project Namely "GALAXY" and duly get sanction a building plan a proved by Hooghly Zilla Parisad at the said land as the cost of developer.

AND WHEREAS the owner being so the owner/developer expressed to desire to sale a flat coming to know of that the having requirement of the self same flat in the like area, the Purchaser offered to purchase the same which the Developer has accepted and entered into an Agreement for sale with the purchaser herein on on terms and conditions therein mentioned.

AND WHEREAS by virtue of an agreement for sale dated made between the Purchaser herein and the Vendors/Owners herein and the Developer herein, the Purchaser herein agreed to purchase one self-contained flat being **ALL THAT Flat No. "....."** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (..... **Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+4 storied building namely "**GALAXY**", under Pandua Grampanchayat, Post Office - Pandua, Police Station - Pandua, A.D.S.R. Pandua, District- Hooghly, together with undivided and indivisible

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proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs./- (Rupees)** only, hereinafter referred to as the "**said Flat**", more fully and particularly described in the **First Schedule Part II** hereunder written.

AND WHEREAS in terms of the agreement for sale dated the Owners/ Vendors and the Developer herein have agreed to sell and transfer oneself **ALL THAT Flat No. "....."** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (..... **Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+4 storied building of the Housing Complex christened as "**GALAXY**", being erected at the Said Property being under Pandua Grampanchayat, Post Office - Pandua, Police Station - Pandua, A.D.S.R. Pandua, District- Hooghly, at or for a valuable consideration of **Rs./- (Rupees)** only, and the same is more fully and particularly described in the **First Schedule Part II** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other Mechanical spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the purchaser' undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

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AND WHEREAS the Purchaser having agreed to purchase the said Flat stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement dated and in consideration of the said sum of **Rs.**/- (**Rupees**) **only**, truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owner do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT Flat No. "....."** measuring about **Sq. ft. being carpet area** including Verandah and **Sq. ft. being carpet area** excluding Verandah (..... **Sq. ft. being Super Built-up area**) on the **side** of the **Floor** of the said G+4 storied building of the Housing Complex christened as "GALAXY", being erected at the Said Property being under Pandua Grampanchayat, Post Office - Pandua, Police Station - Pandua, A.D.S.R. Pandua, District- Hooghly, West Bengal, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**said Flat**" together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers

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having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said Flat on the **Floor** of the said building having right to use, occupy, own possess the said Flat as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser's paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and other outgoings so long separate assessment is not made for the **said Flat** in the name of the Purchaser.

The Vendors do hereby covenant with the Purchaser as follows:-

1. All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and shall pay for all the common portions proportionately to the said Association as would be so directed .
2. The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better

or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

3. The Purchaser, their heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat.

4. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

5. The Purchaser shall pay the proportionate share of tax of the Plot with other co-owners until or unless their names are separately assessed by the Pandua Gram Panchayat.

6. That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.

7. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.

8. The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Hooghly Zilla Parisad to the Purchaser/s within 15 days after receiving the same from the competent authority.

9. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.

Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the

owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

FIRST SCHEDULE
(Description of the land)

ALL THAT the piece and parcel of **Housing GALAXY** land measuring 13 **Decimal** be the same a little more or less comprised in Mouza - Pandua, J.L. No. 108, R.S. Dag No. 1242 corresponding to L.R. Dag No. 1242, under appertaining to L.R. Khatian No. 11422, Post Office - Pandua, Police Station - Pandua, A.D.S.R. office Pandua, within the limits of Pandua Grampanchyat, District-Hooghly, West Bengal.

butted and bounded in the manner following :-

ON THE NORTH : Saleha Khatoon & others;
ON THE SOUTH : 10' Feet wide common passage;
ON THE EAST : Anwar Hossain Molla & others Bastu Land;
ON THE WEST : Indrajil Pal and thers bastu land;

The name of the said proposed building project above is known, called and named **"GALAXY"**.

SCHEDULE REFFERED TO AS ABOVE
(Description of the Said Flat)

ALL THAT Flat No. "....." measuring about **Sq.ft. being Carpet area** including Balcony (..... **Sq. ft. being Super Built-up area**) on the side of the **Floor** of the said **G+4** storied building consisting of Bed rooms, Dining, Drawing room,Toilet,

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..... W.C., Kitchen and Veranda in **Block -** of the Housing Complex named and styled as “ ” also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the Building **sanction plan no.** , **dated** sanctioned by the Hooghly Zilla Parisad, on the Said Property situated and lying at Mouza - , J.L. No. , Ward No. , within Municipal Holding No. , , under Hooghly Zilla Parisad, Post Office- , Police Station- , Kolkata - , District- South 24 Parganas, West Bengal as described in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. All left Mechanical land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
7. All other facilities and amenities in the premises which are intended for common use including entrance.

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8. Water pump with motor and water distribution pipes (save those inside the flat).
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining white washing, painting, repairing, renovating and replacing including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.

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5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.

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

SIGNED, SEALED & DELIVERED

At Kolkata

WITNESSES:

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER

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WITNESSES:-

1.

2.

GALAXY
ગાલેક્સી કંપની
Proprietor

SIGNATURE OF THE DEVELOPER