

DEED OF CONVEYANCE

THIS INDENTURE OF SALE made this theday of
.....Two Thousand and **Twenty-three (2023)**

BETWEEN

Sri. PABAN DUTTA, PAN - AFUPD9564M, son of Late Sri NAGENDRANATH DUTTA, by faith - Hindu, by Occupation -BUSINESS, by Nationality - Indian, residing at 283/4 Ashoknagar, P.O. & P.S. ASHOKNAGAR, NORTH 24 PARGANAS, PIN-743222, represented by his Lawful Constituted Attorney "**SAI CONSTRUCTION**", (**PAN - AEMFS6477B**), a company registered under the Companies Act, 1956 and having its registered office at 283/4 Ashoknagar P.O. & P.S. ASHOKNAGAR, NORTH 24 PARGANAS, PIN-743222 hereby represented by its partners

1. **SRI SUVRAJYOTI DUTTA, PAN NO.-CKTPD9748M** son of Sri Paban Dutta by faith Hindu, by Nationality -Indian, by occupation-Business, residing at 283/4 Ashoknagar, P.O. & P.S. ASHOKNAGAR, NORTH 24 PARGANAS, PIN-743222.
2. **SMT. SANGEETA DUTTA, PAN NO.-AHXPD0155F** wife of Sri Paban Dutta by faith Hindu, by Nationality -Indian, by occupation-Business, residing at 283/4 Ashoknagar, P.O. & P.S. ASHOKNAGAR, NORTH 24 PARGANAS, PIN-743222

by virtue of a registered Development Power of Attorney, registered in the office of District Sub-Registrar - V, Alipore, South 24-Parganas and recorded into Book No.1, Volume No. 1630-2017, Pages from 35438 to 35466, Being No. 163001210 for the year 2017, hereinafter called and referred to as the "**OWNER**" (which expression unless repugnant to the context shall mean and include her heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **FIRST PART**.

SAI CONSTRUCTION

Partner

AND

....., (**PAN -.....**),
 Son of, by faith - Hindu, by Occupation -
, by Nationality - Indian, residing
 at....., hereinafter called and referred to
 as the **PURCHASER** (which expression shall unless excluded by or
 repugnant to the context be deemed to mean and include her heirs,
 executors, administrators, representatives and assigns) of the **SECOND
 PART**

AND

SAI CONSTRUCTION PAN NO.-AEMFS6477B a company registered
 under the Companies Act, 1956 and having its registered office at 283/4
 Ashoknagar P.O. & P.S. ASHOKNAGAR, NORTH 24 PARGANAS, PIN-
 743222 hereby represented by its partners

1. **SRI SUVRAJYOTI DUTTA, PAN NO.-CKTPD9748M** son of Sri
 Paban Dutta by faith Hindu, by Nationality -Indian, by
 occupation-Business, residing at 283/4 Ashoknagar, P.O. & P.S.
 ASHOKNAGAR, NORTH 24 PARGANAS, PIN-743222.
2. **SMT. SANGEETA DUTTA, PAN NO.-AHXPD0155F** wife of Sri
 Paban Dutta by faith Hindu, by Nationality -Indian, by
 occupation-Business, residing at 283/4 Ashoknagar, P.O. & P.S.
 ASHOKNAGAR, NORTH 24 PARGANAS, PIN-743222.

hereinafter called the "**VENDOR/DEVELOPER**" (which expression shall
 unless repugnant to the context meaning thereof be deemed to mean and
 include his heirs, executors, administrators, successors-in-interest and
 permitted assigns) of the **THIRD PART**.

WHEREAS the Party of the **THIRD PART** is running
 Proprietorship business by a firm under the Trade Name of "**M/S. SAI
 CONSTRUCTION**" with the purpose of developing housing projects by
 way of construction of residential flats/flat and/or Car Parking Space
 and sale thereof to the intending buyers at the price for consideration.

AND WHEREAS by virtue if a registered Deed of Conveyance

Paban Dutta, has purchased 09 (Nine) decimal Bastu Land and 600Sq.Ft pucca Building together with all easement right appertaining thereto, lying and situated at Mouza- Sherpur, J.L. No. -69 comprised and contained in C.S. Plot-2429 (P) under R.S. & L.R. Dag No.-1429 under L.O.P No. -909/1, A.D.S.R. Guma within the jurisdiction of Ashoknagar-kalyangarh Municipality, under ward No.-16, under holding No. 16/131/22, P.S. -Ashoknagar, Dis.- North 24 parganas by virtue of registered Sale Deed, duly registered at the office of A.D.S.R.O. Guma North 24 parganas and also recorded in book-I , volume - 1517 Page 22536 to 22557 being No.-151700984 for the year 2018.The said land has been more fully described in the **SCHEDULE "A"** hereunder written.

AND WHEREAS being desirous of the promotion work of his said premises the **OWNER** entered into a registered Development Agreement at the office A.D.S.R.O. Barasat Deed No: - I-1501-09108 in the year 2021 as mentioned above for making the construction with the **DEVELOPER** the party of the **THIRD PART**.

AND WHEREAS accordingly the **DEVELOPER** has owner obtained a sanction plan from Ashoknagar-Kalyanghar Municipality for construction of a Multi Storied Building on the said property at 909/1 Ashoknagar, Dis.- North 24 parganas Pin-743222, P.S. -Ashoknagar, P.O. - Ashoknagar. Plan NO5738 dt 02-09-2021 Holding No 16/131/32.

AND WHEREAS the **OWNER** and the **VENDOR/DEVELOPER** declared to sell and convey the.....with finish condition situated on the....., of the said Ground Plus Four storied building measuring super built up area of **(.....) Sq.ft. more or less** from the **DEVELOPER'S ALLOCATION** and the **PURCHASER** agreed to purchase the said with finish condition situated on the.....of the said Ground Plus Four storied building measuring super built up area of.....**(.....) Sq.ft. more or less** being part of Premises No-909/1 Ashoknagar under ward

No.-16, underholding No. 16/131/22, P.S. -Ashoknagar, Dis. - North 24 parganas, Pin-743222 ,together with undivided, proportionate indivisible share of land and also together with all common rights and facilities as described in the **SCHEDULE "A", "B" and "C"** herein below for the total consideration price of the said **(Rupees.....)** only free from all encumbrances and liabilities.

AND WHEREAS the **OWNER** and the **VENDOR/DEVELOPER** entered into a verbal Agreement for Sale with the **PURCHASER** herein and the **OWNER** and the **DEVELOPER** have agreed to hand over by way of Sale the saidwith finish condition situated on the.....of the said Ground Plus Four storied building measuring super built up area of..... (.....) **Sq.ft. more or less** as described in the **SCHEDULE 'B'** hereunder written together with right of use all common rights and common services and also together with proportionate undivided share of said land as more fully described in the **SCHEDULE 'A' and 'C'** and the saidsituated on theof the building has been built up to enable them to acquire and possess the said **Shop/Flat** for a consolidated consideration price of **Rs.....(Rupees)** only payable to the **VENDOR/DEVELOPER** only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale and in consideration of the said sum of **Rs.(Rupees)** only of which the entire consideration money of the said.....situated on the of the building alongwith the proportionate share of land which morefully described in the **SCHEDULE 'B'** below for a sum of **Rs.(Rupees.....)** only paid by the **PURCHASER** to the **DEVELOPER** on or before execution of this Deed on different dates as described in the Memo of Consideration of which receipts have been granted by the **DEVELOPER** totaling**(Rupees.....)** only paid by the

PURCHASER the receipt whereof the **DEVELOPER** hereby acknowledge and admit as per memo below and/or from the said and every part thereof truly acquit release and forever discharge the **PURCHASER** of all her liabilities thereof and the **OWNER** and the **DEVELOPER** as beneficial parties herein do hereby grant, convey, transfer, assigns, assure unto the said **PURCHASER** free from all encumbrances **ALL THAT** the undivided proportionate share of interest in the said land morefully and more particularly described in the SCHEDULE "A" hereunder written together with said.....with shutter finish situated on the.....of the said Ground Plus Four storied building measuring super built up area of.....(.....) **Sq.ft. more or less** and the said..... is the part of Premises No-909/1 Ashoknagar under ward No.-16, underholding No. 16/131/22, P.S. - Ashoknagar, Dis. - North 24 parganas, Pin-743222 together with right of use all common open areas and common services of the building and undivided proportionate share of land as mentioned in the **SCHEDULE 'B' and 'C'** hereunder written **AND TO HAVE AND TO HOLD** the said.....with shutter finish situated on the of the said Ground Plus Four storied building measuring super built up area of (.....) **Sq.ft. more or less** along with undivided proportionate share of land together with the right of use the common space, common-land of the building and also together with common rights, water supply lines and other common paths and drains and sewerages, equipments and installation and fixtures and fittings and passages as mentioned in the **SCHEDULE - "B" and "C"** hereunder comprised and hereby granted, conveyed, transferred, assigned, assured and every part of parts thereof respective together with their and every or their respective rights and appurtenances whatsoever unto the said **PURCHASER** absolutely and forever free from all encumbrances, trust, liens and attachments whatsoever **ALL TOGETHER** with the benefit belonging to and attached therewith the covenant for production of the all previous title deeds relating to the said land/building subject **NEVERTHELESS** to easement or provision in

connection with the beneficial use and enjoyment of the said situated on the.....of the building together with all common rights and proportionate share of land more fully described in the SCHEDULE "B" and "C" hereunder written.

IT IS HEREBY AGREED BY AND BETWEEN THE OWNER, DEVELOPER AND PURCHASER as follows: -

1. That the **OWNER** hereby declares that the entire land of the Premises as described in the **SCHEDULE - A** below is free from all encumbrances. The **PURCHASER** herein is purchasing the said SANGEETA APPARTMENT situated on the.....Premises No-909/1 Ashoknagar under ward No.-16, underholding No. 16/131/22, P.S. -Ashoknagar, Dis. - North 24 parganas, Pin-743222 of the building as described in the **SCHEDULE - B** below together with undivided proportionate share of land and also necessary easement rights thereto and such undivided proportionate share of land is being transferred by the **OWNER** herein and also by virtue of this Sale Deed the **PURCHASER** is now the owner of the said **SHOP ROOM** and also undivided proportionate share of land together with easement rights thereto.
2. It shall be lawful for the **PURCHASER** from time to time and all times herein after to enter into and upon hold and enjoy the saidwith finish situated on theof the said Ground Plus Four storied building measuring super built up area of(.....) **Sq.ft. more or less** including common areas and also together with proportionate share of land and the said situated on theof the building togetherwith right of use all common open places and other services of the building with stair-cases and other common parts and passage in the said building and every part thereof more fully described in the **SCHEDULE "B" and "C"** hereunder written and to receive the rents, issues and profits thereof and the **PURCHASER** has full

power, right and authority to sell, transfer, mortgage, Gift, lease, dispose of the said **SHOP/ROOM** without any interruption disturbances, claims or demands whatsoever from or by the **OWNER** and the **DEVELOPER** or any person or persons claiming through under or in the trust for her.

3. The **OWNER** and the **DEVELOPER** shall from time to time and at all times thereafter upon every reasonable request shall make perfect and at the cost of the **PURCHASER** makes do acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly assuring the said proportionate undivided share of land pertaining.....to.....the.....
.....said
situated on the.....of the building togetherwith other common open parts and services, paths and passages respectively and every part thereof being part of Premises No-909/1 Ashoknagar under ward No.-16, underholding No. 16/131/22, P.S. - Ashoknagar, Dis. - North 24 parganas, Pin-743222, unto the **PURCHASER** in the manner aforesaid as shall or may be reasonably required.
4. The **PURCHASER** shall be entitled to all rights privilege vertical and lateral supports easements quasi-easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said.....situated on the.....of the building.
5. The **PURCHASER** shall be entitled to the right of access in common with the **DEVELOPER/ OWNER** and/or other Occupiers of the said building at the times and for all normal purposes connected with the use and enjoyment of the said building.
6. The **PURCHASER** and her nominee shall be entitled to the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment as the said

.....situated on the.....the building comprised with the said building and premises or passages and the **PURCHASER** and/or servants, nominees, employees invitees shall not obstruct other flat Owners of the building in any way by parking vehicles, deposit of materials or rubbish.

7. The **PURCHASER** shall have the right of protection of the saidto be kept safe and perfect of all portions of the said situated on theof the building togetherwith proportionate share of land along with common rights as mentioned herein.
8. The **PURCHASER** shall also be entitled to the right for passage in common as aforesaid for taking gas, electricity, broadband, DTH, telephone to the said **SHOP/ FLAT** through pipes, drains, wires and common spaces lying or being in under through or over the same of the said building and premises so far may be reasonably necessary for the beneficial occupation of the said Flat for the purpose whatsoever.
9. The **PURCHASER** shall have the right with or without workmen and necessary material so to enter from time to time upon the other part of the said building and premises for the purpose of repairing so far as may be necessary such pipes, drains and common spaces as aforesaid and for the purpose of building repair or cleaning of the said.....situated on theof the building.
10. So long as the saidsituated on theof the building along with all common rights and common expenses as described in the **SCHEDULE "B", "C" and "D"** hereunder written shall not be separately assessed the said **PURCHASER** shall pay (from the date of execution of the Deed of Conveyance and/or occupations taken by the **PURCHASER** whichever date is earlier) the proportionate share of maintenance

of the building to the association of flat Owners and also Municipal taxes as per apportionment to the extent of the

11. The **PURCHASER** shall pay all taxes, rates impositions and other outgoings in respect of the said.....proportionately as may be imposed by The Ashoknagar Kalyanghar Municipality, and or State Government and shall pay all such betterment fees or development charges or any other taxes or payment of similar nature.
12. The **PURCHASER** shall pay the proportionate cost of building maintenance and taxes, repairing cost etc., as common expenses as mentioned in the **SCHEDULE 'D'** hereunder written as per discussion of the association of flat Owners, if it is formed.
13. The **PURCHASER** shall maintain the said..... situated on theof the building at her own cost in the same good condition (reasonable wear and tear excepted) state and order in which it is being possessed and to maintain regulations of the government both Central and State. The **PURCHASER** shall abide by rules and by laws of the association of the flat owners if it is formed.
14. The said **PURCHASER** shall maintain her said..... inner walls, and other fittings, fixture and appurtenances belonging thereto in good working order and conditions.
15. That the said **PURCHASER** shall not make any such construction of structural alteration of the outer portion of the building causing any damages to other flats or obstruction to other Owners of the flats of the building.
16. The said **PURCHASER** shall at her own costs and expenses fix up separate meter connection or meters for the said.....for electricity power to be consumed in the said.....by the **PURCHASER** and the

PURCHASER shall pay all rates and taxes which may be imposed by the proper authority in connection with her said..... . The **PURCHASER** shall be entitled to make such interior decoration in herfor her necessities like racks, and storage space, etc. without causing any damages to the building.

17. The.....shall have full right and authority to sell, transfer, gift, convey, mortgage, charges, lease of in any encumber deal, with or dispose of her said.....and/or her possession or to assign or to let out full or part with her interest possession benefit of her said.....together with or any part thereof.
18. The **PURCHASER** shall not use or caused to be used the said.....in such manner which may likely to cause nuisance or annoyance to the occupants of other flats of the said building not shall use the same for any illegal or immoral purposes.
19. The said **PURCHASER** shall not bring keep or store in or any part of the said **SHOP/ROOM** any inflammable combustible substance articles things likely to injure, damage or prejudicially affect the said..... or any part thereof. The **PURCHASER** shall have right to keep their business goods in her.....for the business purpose to be done in accordance with law.
20. The **PURCHASER** hereby declares and confirms that she is well aware of the location that the said.....which she is purchasing is shown in the annexed Plan by Red border line and this shall be treated as the part of this Deed of Conveyance.
21. The **PURCHASER** shall have to pay the necessary proportionate monthly maintenance and proportionate taxes of her portion immediate after taking over possession thereto. The said charges, maintenance etc. shall be fixed up and decided by the association of the Flat Owners of the building to be formed later on. The

PURCHASER hereby declares and confirms that she has already received the physical possession of the said.....from the **DEVELOPER** with full satisfaction as regards the area and construction of the said building as demanded by them and also title of the land and building and premises.

AND FURTHERMORE, that the **OWNER** and the **VENDOR/DEVELOPER** and all their heirs, executors and administrators, representatives shall at all times hereinafter indemnify and keep indemnified the **PURCHASER** and her heirs and executors, administrators and assigns, against loss, damages, costs, charges, expenses, if it is suffered by reasons of any defect in the title of the **PURCHASER** by the **VENDOR** or any breach of the covenants hereafter contained. Simultaneously, the execution and registration of the conveyance of the saidthe **OWNER** and the **DEVELOPER** have handed over the **PURCHASER** the necessary Xerox copies of document such as Ashokenagar Kalyanghar Municipality Tax Receipts, copy of the sanctioned building plan, copies of all other deeds and papers etc., for perfection of the **PURCHASER'S** Title.

IT IS FURTHER noted that after registration if any error is found, the same shall be amended and/or rectified by a registered Deed of Declaration or Deed of Rectification at the cost of the **PURCHASER.**

SCHEDULE "A" REFERRED TO ABOVE
(DESCRIPTION OF ENTIRE LAND AND BUILDING)

ALL THAT piece and parcel of land measuring more or less 6 (Six) Cottahs whereon a Ground plus Four Storied building with Lift facility is being erected as per sanctioned building Plan vide sanctioned Building Permit No. 5738 Dated-02-09-2021 Holding No 16/131/32 and the entire property is butted and bounded by:

<u>ON THE NORTH</u>	: 30' Feet Pucca Road
<u>ON THE SOUTH</u>	: House of Sri Kedar Paul
<u>ON THE EAST</u>	: House of Sudhanshu Bose
<u>ON THE WEST</u>	: 30' Feet Pucca Road

SCHEDULE "B" REFERRED TO ABOVE
(DESCRIPTION OF SHOP ROOM WHICH IS HEREBY BEING TRANSFERRED)

ALL THAT one.....with finish situated on the.....of the said Ground Plus Four storied building measuring super built up area of (.....) **Sq.ft. more or less** 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 **SCHEDULE 'C'** hereunder written and the said.....is situated within presently Premises No-909/1 Ashoknagar under ward No.-16, underholding No. 16/131/22, P.S. -Ashoknagar, Dis. - North 24 parganas, Pin-743222, as described in the **SCHEDULE "A"** above and the said.....is shown in the annexed plan and marked by.....border line, which shall be treated as part and parcel of these presents in all future references.

SCHEDULE 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND SERVICES)

1. Land and open space situated between boundary Wall and Premises.
2. Electrical common fittings, fixtures and wiring of the building.
3. Main gate and entrance of the building for egress and ingress.
4. Boundary wall of the Premises and iron gates of the boundary wall.
5. Electric meter space and main common electric meter and common meter box and all electrical fittings.
6. Septic tank and all drainage and sewerage connections.
7. Municipality water and water connection and all water lines on the Ground Floor of the building.
8. All electric wiring and fittings and its connection on the Ground Floor of the building.
9. Common gate and boundary wall of the Premises.
10. All easement rights and liberties and foundations, beams and columns and super structure of the existing building.
11. Roof can be used for only installing any dish antenna.

SCHEDULE "D" ABOVE REFERRED
(COMMON EXPENSES TOWARDS PROPORTIONATE
AREA OF OWNERSHIP)

1. All cost of maintenance, operating, replacing, white-washing, painting, and lighting the common parts and also the other parts of the said building.
2. All charges and deposit for supplies of common utilities, salary of the security guard, sweeper and other incidental cost.

3. The Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
4. Costs and charges of establishment for maintenance of the said building.
5. All litigation expenses for protecting the title of the said land and building.

SCHEDULE - 'E' ABOVE REFERRED TO
(RESTRICTIONS TO BE OBSERVED BY THE PURCHASER DURING USE
THE SAID SHOP/ROOM IN THE BUILDING)

1. The Purchaser shall not store in the said Shop/Flat any goods of hazardous or combustible nature that are too heavy to effect the construction of the said structure of the said building or to the insurance of the building.
2. The Purchaser shall not decorate the exterior of the said building except their Sign Board for the shop otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
3. In no event the Purchaser shall be entitled to open any new window or any other apparatus producing outside the exterior of the said portion of the said building.
4. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Shop/Flat or any part thereof to view and examine the state conditions.
5. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.

6. Not to allow or permit to be allowed to store any goods articles or things in the staircase or any portion thereof in the land or any part thereof and/or ground floor.
7. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
8. Not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the lounge or any external walls of the said Shop which in the opinion of the Owner differs from the colour scheme of the building or deviation or which in the opinion of the Developer affect the elevation in respect of the exterior walls of the said buildings.
9. Not to use the car parking space, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars and not to park car on the pathway or open spaces of the building or at any other place except the space allotted to her (Purchaser), and shall use the pathways as would be decided by the Owner.
10. Not to commit or permit to be thrown any waste or to remove or after the exterior to the said building in any manner whatsoever.
11. Not to install any generator without permission in writing of the Owner.
12. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons in the common areas nor to make any noises in the said building and the Premises including the said Shop Room that may cause inconvenience to the occupiers of the building.

IN WITNESS WHEREOF the parties have put their signature hereto the day, month and year first above written.

SIGNED AND DELIVERED by the within the names **PARTIES** at Ashoknagar in the presence of:

1.

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE
VENDOR/DEVELOPER

SIGNATURE OF THE
VENDOR/DEVELOPER

Read over, explained in Vernacular to the Parties and admitted to be correct and as per the instructions given by the parties, drafted by me and prepared in my chamber.

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASER** the full consolidated consideration sum of **Rs. /- (Rupees) only** against the within mentioned situated on the of the building being part of 909/1 Ashoknagar, Dis.- North 24 parganas Pin-743222, P.S. -Ashoknagar, P.O. -Ashoknagar. Plan NO5738 dt 02-09-2021 Holding No 16/131/32 in the manner following: -

Sl. No	Date	Cheque No./Cash	Name of the Bank & Branch	Amount (Rs.)
.				

Rs.
=====

(Total Rupees Lakh only)

WITNESSES:

1.

SAI CONSTRUCTION
Surya Kumar
Partner

SIGNATURE OF THE
VENDOR/DEVELOPER

2.

MEMO OF CONSIDERATION

RECEIVED of and from the within mentioned **PURCHASER** the full consolidated consideration sum of **Rs. /- (Rupees) only** against the within mentioned situated on the of the building being part of 909/1 Ashoknagar, Dis.- North 24 parganas Pin-743222, P.S. -Ashoknagar, P.O. -Ashoknagar. Plan N05738 dt 02-09-2021 Holding No 16/131/32 in the manner following: -

Sl. No	Date	Cheque No./Cash	Name of the Bank & Branch	Amount (Rs.)

Rs.
=====

(Total Rupees Lakh only)

WITNESSES:

1.

SAI CONSTRUCTION
Surya Chandra Datta
Partner

SIGNATURE OF THE
VENDOR/DEVELOPER

2.