

DEED OF CONVEYANCE OF OWNERSHIP FLAT

**Market Value –00,00,000/-
Carpet area =000.00 Sq.ft.,
Build-up Area=000.00 Sq.ft.,
Super Build-up Area=
000.00 sqft.
Mouza – Englishbazar
P.S. – English Bazar
Dist. – Malda
Flat No-...-....,.... Floor**

This Deed of Conveyance of ownership Flat is made and executed on this ...th day of Two Thousand and Twenty (20.....).

BETWEEN

..... W/O Occupation–....., by Caste- Hindu, PAN CARD NO., residing at, P.S-, P.O-, Dist.-, Pin No.- in the State of West Bengal, Indian Citizen hereinafter called or referred to as the “**PURCHASER**” (which terms and expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and included its successor or successor–in– interest, administrators, representatives and assigns) of the **FIRST PART**.

AND

Anjan Kumar Saha, S/O Lt. Mukunda Lal Saha, resident of 6/6 Golapatti Lane, P.S.- Englishbazar, P.O. & Dist. Malda, Pin- 732101, PAN No- **AKOPS9535L (LAND OWNER)**, Indian Citizen, hereinafter referred to as the **Land Owner/ Vendor** (which terms and expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and included its successor or successor–in– interest, administrators, representatives and assigns) of the **SECOND PART**.

AND

“**MSC Construction**”, a partnership firm situated at Golapatti,P.S. Englishbazar, P.O. & Dist.- Malda, PAN- AARFM8383K having its partners namely 1) Anjan Kumar Saha, S/O- Lt. Mukundu Lal Saha, 2) Kumkum Saha, D/O-Kshitish Chandra Saha and 3) Agniv Saha, S/O- Anjan Kumar Saha, all residents of 6/6 Golapatti lane, P.S.- Englishbazar, P.O. & Dist. Malda, Pin- 732101, all are Indian citizens hereinafter referred to as the Devoloper/Promoter/Confarming Party which is being represented by its partner Agniv Saha for and one behalf of MSC Construction (which terms and expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and included its successor or successor–in– interest, administrators, representatives and assigns) **of the THIRD PART**.

Whereas the Land measuring **Area as per deed 13.69 decimal i.e. 5963.36 Sq.ft. land in actual area 12.97 decimal i.e. 5649.00Sqft.** of land of L.R. Plot No. 1999 situated at D.P.B Sarani, North baluchar at Mouza-English Bazar, under English Bazar Police Station Dist. Malda belongs to Jamini Mohon Saha purchase vide deed no 1287 in the year 1947 total area 13.69 Decimal. After his death the land divided to his 5 (Five) son 1) Rashik Lal Saha 2) Mukundalal Saha 3) Priya Lal Saha 4) Motilal Saha and 5) Chunilal Saha. Priya Lal Saha sold on 29-01-1963 2.74 Decimal to Chunilal Saha vide Deed No. 1260, Motilal Saha sold on 29-01-1963 2.74 Decimal to Chunilal Saha Vide Deed No. 1261, Mukundalal Saha Sold on 09-06-1965 his share 2.74 decimal to Chunilal Saha vide Deed No. 1262. Chunilal Saha Sold on 09-06-1965 his share 10.96 decimal to Mukundalal Saha vide Deed No. 8298 and Rashik Lal Saha sold to Mukunda lal Saha 2.73 Decimal Vide Deed No. 8299. This Way Mukundalal Saha get possession of the land area 13.69 Decimal. After Died of Mukundalal Saha on 07-12-1994 left his legal heirs 1) Sri Moni Mohon Saha 2) Sri Asit Kumar Saha 3) Sri Ajit Kumar Saha 4) Sri Anjan Kumar Saha 5) Sri Ashim Kumar Saha 6) Sri Ashok Kumar Saha all are son and 7) Smt. Anima Sikder Wife Sri Sudhir Kumar Sikhder (Daughter) . Thereafter on 28-04-2014 Sri Monimohon Saha, Sri Asit Kumar Saha, Smt. Anima Sikhder, Sri Ajit Kumar Saha and Sri Ashok Kumar Saha Gifted Their Share of Land Vide Deed No. 4168 Total area 9.777 Decimal. After died of Ashim Kumar Saha Left his Share of land area 1.956 Decimal to his legal heirs Smt Shipra Saha (Wife), Sri Angshuman Saha (Son) and Miss Arpita Saha (Daughter). After then on 28-04-2014 they sold all land to Sri Anjan Kumar Saha Vide Deed No. 4109. Hence Sri Anjan Kumar Saha Own / Occupied Area 13.97 Decimal (Through Gift 9.777 Decimal, Through Purchase 1.956 Decimal and my self heritage 1.957 Decimal)

AND

WHEREAS **AND** whereas Anjan Kumar Saha possessing the same and according to his right title and interest L.R. khatian bearing no.- 127 has been made and prepared in his name.

AND

WHEREAS “**MSC CONSTRUCTION**”, a partnership firm executed in between **Sri Agniv Saha, Smt. Kumkum Saha and Anjan Kumar Saha** registered on 01.04.2016 by F.K. Agarwala , Notary Public, Malda Sadar, Registration No- 45/99 having Registration No- 41, Dated-01.04.2016, register under Register Of Firm, West Bengal vide Registration No- 8080, Dated-03.03.2017

AND

WHEREAS the said “**LAND OWNER**” namely Anjan Kumar Saha entered into an agreement with “**MSC CONCTUCTION**” by virtue of registered deed of “**Agreement for Development**” bearing Deed No- **090205825** registered in the Office of the A.D.S.R., Malda on 09.02.2022 to develop the “A” schedule below land for erection of a Multi-Storied residential and commercial Building.

AND

WHEREAS by virtue of the aforesaid, a **Building Plan** was prepared and sanctioned vide Municipality Sanction Plan No. 01/2022-2023 dated 14/06/2022 which is approved by the English Bazar Municipality as a commercial cum residential complex and issued the said Sanction Plan of the multistoried Building with the condition that the Developer is selling out its share as per the allocation as 65% share of the building.

AND

WHEREAS the Land Owner Anjan Kumar Saha have taken his respective allocation of shares according to the developer’s agreement i.e. 35% share of total allocation and out of the above mentioned 35% allocation, the Land Owner is possessing and enjoying his share since the completion of the building.

AND

WHEREAS only the Land Owner Sri Anjan Kumar Saha becoming the absolute Owner of the Flat property of “B” schedule below and according to the Developer’s Agreement the Second Part has Right to sell the Flat. The Land Owner Anjan Kumar Saha has sold the Flat to the First Part and the First Part has deposited all the consideration money to the Third Part to pay the same to the

vendor and after getting the consideration money, the Second Part deposited the full amount of B Schedule Property i.e. Consideration money in favour of Sri Anjan Kumar Saha.

AND

WHEREAS by an agreement, the Vendor & Developer herein has agreed to sell and the Purchaser agreed to purchase **ALL THAT THE FLAT NO. '.....'Developer / Land Owner Portion on the ...TH FLOOR of the building measuring about** Carpet area =000.00 sqft. Build-up Area = 000.00 sqft. Super Build-up Area= 000.00 sqft. which includes upon the Covered Area for use of common area of the building together with undivided and un-demarcated proportionate share in the land beneath the building together with the proportionate right to ingress and egress of the said **FLAT** specifically and particularly described in the 'B' Schedule written here under and hereinafter referred to as the said **FLAT NO '....' on the ..TH FLOOR** along with the intent and object that the Purchaser shall be entitled to hold the said **FLAT** by way of Exploiting in lawful purposes and for consideration **Rs. 00,00,0000/- (Rupees)** only which has been paid by the Purchaser to the Land Owner/Developer) on or before execution of these presents.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of consideration **Rs. 00,00,0000/- (Rupees)** only of the lawful money of the Union of India well and truly paid by the Purchaser herein to Developer to pay the all to the Vendor.

AND

WHEREAS Agniv Saha, the partner of the said MSC construction i.e. the Promoter cum Developer herein collectively does hereby confirm the sell, grant, transfer, convey, assign and assure unto the Purchaser **ALL THAT THE FLAT '....' on the ..TH FLOOR of the building measuring about** Carpet area =000.00 sqft. Build-up Area = 000.00 sqft. Super Build-up Area= 000.00 sqft. which includes upon the Covered Area more fully and particularly mentioned in

the 'B' Schedule hereunder written together with the proportionate right and uses of the common area and amenities with other occupiers of the building for the beneficial use and enjoyment of the said **FLAT** including free and uninterrupted right of ingress and egress to and from the main Municipal Road together with undivided proportionate share or interest in the land beneath the building which is specifically mentioned in the 'A' **SCHEDULE** below having total **Area as per deed 13.69 decimal i.e. 5963.36 Sq.ft. land in actual area 12.97 decimal i.e. 5649.00Sqft.** be the same little more or less lying and situated within the District of Malda, P.S & Municipality- English Bazar, Ward No- 09 and other common areas, portions, amenities, restrictions and common expenses specifically and particularly described in the 'C' and 'D' **SCHEDULE** respectively written hereunder, hereinafter collectively referred to as the said **FLAT OR HOWSOEVER OTHERWISE THE SAID FLAT** now are or at any time hereto before was situated, butted, bounded, called, known, and distinguished together with all fixtures walls, sewers, drains, passage, water sources in the building and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said **FLAT** or any part thereof or appurtenant therein **AND** the reversion or reversions, reminder or reminders and the rents, issues and profits thereof and every part thereof and all the estate rights, title, interest, claim, use, enjoy whatsoever nature, the Vendors /the Developer have at law or in equity into and upon the said **FLAT** or any part thereof hereby conveyed to the Purchaser. The Purchaser will **HAVE AND HOLD** the said **FLAT** hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof together with all and every of their respective rights and interest whatsoever unto the Purchaser absolutely and forever free from all encumbrances, trusts, liens and attachments whatsoever **SUBJECT NEVERTHELESS** to the easements or quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said **FLAT NO. '.....'** as mentioned in the schedule hereunder excepting and reserving unto the Vendor/ Developer/Promoter and the other owners and occupiers of the other flats/garages in the said building such easements or quasi easements and other

rights and privileges and also subject to the Purchaser covenant to bear and pay its proportionate share of common expenses for the maintenance of the said building known as “**MSC COMPLEX**” and other rights and privileges and also subject to the Purchaser covenant to bear and pay its proportionate share of common expenses for the maintenance of the said building known as “**MSC COMPLEX**”.

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

a) That notwithstanding any act, deed, matter or thing done by the Vendor/ & the Developer or by any of their ancestors or predecessors or partners in title done, executed or knowingly suffered or permitted to suffer to the contrary. Vendor is lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said **FLAT NO.** together with the proportionate share in the said land and benefit of the said sanctioned plan with uninterrupted and free right of ingress and egress hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without in any manner of condition use, trust or other thing whatsoever free from any defected encumber.

b) That notwithstanding any act, deed or thing whatsoever done, committed or knowingly suffered by Owner to the contrary the Vendor has good right, full power, absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign, assure the said **FLAT** unto the Purchaser absolutely in the manner aforesaid free from all encumbrance and liabilities whatsoever.

c) That it shall be lawful for the Purchaser in all times hereafter peacefully and quietly to enter into and upon and hold, occupy and enjoy the said **FLAT** and receive the rents, issues, profits, thereof without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons having lawfully equitably claiming any estate, right, title and interest whatsoever in the said **FLAT** from under through or in trust of the Vendor & Developer free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged to the Purchaser and keep the Purchaser well

and sufficiently saved, harmless and indemnified of and from and against all claims charges, liens, attachments and encumbrances whatsoever made, done, executed or occasioned by the Vendor & Developer or any person or persons lawfully or equitably claiming through them as aforesaid.

d) That the Vendor having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said **FLAT** from through under or in trust for the Vendor & Developer shall and will from time to time and at all times thereafter upon every reasonable request and at the costs of the Purchaser do make acknowledged and executed or cause to be done, made, acknowledged all such further and other acts, deeds, things and assurances whatsoever for further, better and more perfectly, assuring the said **FLAT** sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may reasonably be required.

e) That the Vendor & Developer will not be liable for any damage/loss caused to the **FLAT/ BUILDING** due to natural calamity or any damage/loss caused by any of the **FLAT** owner.

f) That all the responsibilities and liabilities of the Vendor/Developer/Promoter regarding the **FLAT/ BUILDING** ceases even after the delivery of the **FLAT** to the respective Purchasers.

II. THE PURCHASER HEREBY AGREES AND COVENANTS WITH THE LAND OWNER AND THE DEVELOPER as follows:-

a) That the right of the **PURCHASER/ PARTY OF THE FIRST PART** shall remain restricted to the said **FLAT** and the properties appurtenant thereto and the Purchaser and/or any persons claiming through them, shall not be entitled to claim any right over and in respect of the remaining portions of the said building save and except the use of common area.

b) That the **PURCHASER/ PARTY OF THE FIRST PART** can use the roof top for localized purposes like installing and maintaining Dish Antenna, for drying clothes, for installing A.C. outer, but the Purchaser will not be entitled to occupy the roof for any other purpose. To enjoy these accesses of the roof, the Association/Society will have to maintain it.

- c) That the **PURCHASER/ PARTY OF THE FIRST PART** shall be liable and agree to make payment of the proportionate share of maintenance, service charges and establishment cost regularly and punctually to the society.
- d) That the **PURCHASER/ PARTY OF THE FIRST PART** within one month from the date of obtaining certified copy of these presents should apply for and obtain mutation in separate of the said properties from the concerned Municipality.
- e) That the **PURCHASER/ PARTY OF THE FIRST PART** shall abide by all the rules and regulations of the **FLAT** sold on ownership basis and shall abide by all the rules and regulations of the Association/Society.
- f) That the **PURCHASER/ PARTY OF THE FIRST PART** will pay all kinds of Taxes imposed by the Municipality or the Government in respect of the building proportionately.
- g) That the **PURCHASER/ PARTY OF THE FIRST PART** for maintenance of common portions shall comply with all requirements relating to the provisions of the Apartment Act or otherwise in case if the building comes under the purview of the Apartments Act. The Purchaser shall bear all charges arising in connection with the maintenance of the said FLAT or Apartment, under the said Act.
- h) That the **PURCHASER/ PARTY OF THE FIRST PART** shall be liable and responsible for payment and discharge of all taxes and charges in respect of the said FLAT after registration and shall continue to pay proportionate share of rates, levies and charges to the **PARTY OF THE FIRST PART** till the formation of the PARTY OF THE FIRST PART'S Association and is separately liable for payment of such rates, taxes and charges thereafter to the Association.
- i) That the **PURCHASER/ PARTY OF THE FIRST PART** shall have the right to subject and lateral support and protection from the other parts of the building uninterrupted passage to the FLAT in question and running water through sewerage/sewers drains and watercourse. The **PARTY OF THE**

FIRST PART shall not at any time demolish or damage the said FLAT or any part thereof which might prejudicially affects the safety, security and beauty of the said premises or cause any nuisance or inconvenience to others and /or occupiers of any portion of the said premises. The **PARTY OF THE FIRST PART** shall not make any deviation or alteration in the elevation or in the outside color scheme of the said FLAT.

- j) That the **PURCHASER/ PARTY OF THE FIRST PART** at his own costs shall at all times maintain the FLAT in good and proper state of repair and shall abide by all laws, rules and regulations of the Municipal Authority and other authorities and also those which may be formed by the Association of all the owners of the FLAT for common benefits and interest of all the FLAT owners.
- k) That the **PURCHASER/ PARTY OF THE FIRST PART** shall not use the said FLAT or any portion thereof for any other purposes whatsoever other than for residential / commercial purpose which may cause nuisance or annoyance to the occupiers of other FLATS such acts which are detrimental to the interest.
- l) That if any Taxes, Cess like Service Tax, VAT, GST, etc will be levied / imposed by the Central or State Government in respect of sale of said FLAT then that will be borne by the **PURCHASER/ PARTY OF THE FIRST PART**.
- m) That the **PURCHASER/ PARTY OF THE FIRST PART** shall not throw or accumulate any dirt, rubbish bag or refuse or permit the same to be thrown or allowed the same to be accumulated in any place of the other owner's FLAT or in the compound or of any portion of the said building.
- n) That all of the **PURCHASER/ PARTY OF THE FIRST PART** and other occupiers shall have the right of the terrace of the building.
- o) That the **PURCHASER/ PARTY OF THE FIRST PART** shall have the full and absolute right to sell, transfer or let out either fully or any part of the said FLAT at its own discretion along with the all rights received by virtue of this agreement.

- p) That the **PURCHASER/ PARTY OF THE FIRST PART** should abide by all the terms and conditions of this agreement strictly and in case of any violation, necessary action as per law of the land would be taken by **PARY OF THE SECOND PART**.
- q) That the **PURCHASER/ PARTY OF THE FIRST PART** should not litter garbage, waste materials here and there but use litter bin of Municipality.
- r) That in case of any dispute in future between the parties, or their Assignees or transferees or legal heirs, then the said dispute will come to the Jurisdiction of or within the Territory at Malda Dist. Court as per Jurisdiction for holding trial-for decisions.

AND IT IS HEREBY FURTHER AGREED BY & BETWEEN THE PARTIES HERETO as follows:-

- a) That the properties and rights hereby are conveyed and transferred unto the Purchaser absolutely and forever and the Purchaser shall have full and unfettered right and liberty to sell or grant or lease or otherwise dispose of the said **FLAT** without the consent of the Vendor & Developer.
- b) That the Purchaser agrees and covenants to abide by the rules made applicable from time to time by the said Association/Society for the common purposes for quiet and peaceful enjoyment of the said building so long the same are not inconsistent with the provisions herein contained.

THE 'A' SCHEDULE ABOVE REFERRED TO

This piece of Schedule Land situated within the **District- Malda, P.S -English Bazar, Mouza –English Bazar, J.L No.-67,Khatian No L.R-127, Plot no: L.R-1999, Nature-Vastu, Area as per deed 13.69 decimal i.e. 5963.36 Sq.ft. land in actual area 12.97 decimal i.e. 5649.00Sqft. Under English Bazar Municipality, Ward No. 09, Holding No. 38/77/8.**

The said land is butted and bounded as given below:-

ON THE EAST	: Municipality Road 8Fit
ON THE WEST	: House of Sri Ratan Rajak
ON THE NORTH	: Municipality Road 10 Fit
ON THE SOUTH	: House of Sri Ramabali Singh

THE 'B' SCHEDULE ABOVE REFERRED TO

ALL THAT THE **FLAT NO. '.....'** on the ...**TH FLOOR** of the **building measuring about** Carpet area =000.00 sqft. Build-up Area = 000.00 sqft. Super Build-up Area= 0000.00 sqft. Area on the facing of the building consisting of Bed Rooms, Drawing Cum-Dining Room, Kitchen, Toilets, Balcony **with** Vitrified Tiles finished floor of one year old together with proportionate right in the land beneath the building and also together with proportionate right in all the common facilities/utilities including right of ingress & egress to the said **FLAT NO.** in the building known "**MSC COMPLEX**", Holding No. – 38/77/8.

The said **Flat** is butted and bounded as given below:-

- ON THE EAST BY** :
- ON THE WEST BY** :
- ON THE NORTH BY** :
- ON THE SOUTH BY** :

THE 'C' SCHEDULE ABOVE REFERRED TO

(THE COMMON PORTIONS)

1. Entrance and Exits.
2. Boundary Walls and Main Gate.
3. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit and/or exclusive for its use).
4. Stair cases, lobbies on all the floors and terrace.
5. Lift and Lift Machine Room.
6. Entrance Lobby electric/ utility room.
7. Water supply.
8. Water pump, water reservoir together with all common plumbing installations for carriage of water in the building at the land.

9. Generator for Common Passage, Lift, One Water Pump use only.
10. Fire Safety Fixtures and other related installations.
11. Such other common parts, areas, equipments, installations, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the units in common by the co-owners.

**THE 'D' SCHEDULE ABOVE REFERRED TO
(THE COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions and the common areas of the proposed building including the outer walls.
2. The salary of all persons employed for the common purposes such as drawn / security personnel, sweepers, plumbers, electricians etc.
3. Insurance premium for insuring the building, if any.
4. All charges and deposits for supplies of common utilities to the co-owners in common.
5. Municipal tax, water tax and other levies in respect of the land and the building except those separately assessed on the Purchasers.
6. Costs of formation and operation of the Association/society and/or company.
7. Costs of running maintenance, repairs and replacement of lifts, pumps, generator and the fuel for the generator, fire installations and other common installations including their license fees, taxes and other levies (if any).
8. Electricity charges for electricity consumed for the purpose of the common services.
9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
10. All other expenses, taxes, rates and other levies etc. as are necessary or all incidental expenses including all other expenses mentioned above are liable to be paid by the Co-owners in common including such amount as be fixed

for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

IN WITNESSES HERE OF the

Vendor, Developer and the Purchaser have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED
At Malda in the Presence of :

Witness

1.

(SIGNATURE OF THE CONFIRMING PARTY / DEVELOPER)

(SIGNATURE OF THE LAND OWNER)

2.

Drafted and prepared in the office of :

Sanjib Mahato
Advocate, Malda
Malda Bar Association, Malda,
Enrollment No. F/338/836/98