

# **:=DEED OF CONVEYANCE :=**

This Agreement for Sale is made on this 10<sup>th</sup> day of December, 2019.

**BY & BETWEEN:-**

M/S - TREENAYANI DEVELOPER a Proprietorship firm having registered office at 39/1/1/A Thakurbati Street, P.O -Serampore , P.S - Serampore, Dist - Hooghly, Pin - 712201 represented by its sole prop. SRI SIDDHARTHA MUKHERJEE (PAN NO AECPM6884N) S/O- late Biswanath Mukherjee by faith Hindu Indian Citizen by profession Business residing at 39/1/1/A Thakurbati Street, P.O -Serampore , P.S - Serampore, Dist - Hooghly, Pin - 712201( W.B) hereinafter called and referred to as the OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its and each of its heirs, executors, administrators, representative / or assigns) of the FIRST PART.

AND

M/S - TREENAYANI DEVELOPER a Proprietorship firm having registered office at 39/1/1/A Thakurbati Street, P.O -Serampore , P.S - Serampore, Dist - Hooghly, Pin - 712201 represented by its sole prop. SRI SIDDHARTHA MUKHERJEE (PAN NO AECPM6884N) S/O- late Biswanath Mukherjee by faith Hindu Indian Citizen by profession Business residing at 39/1/1/A Thakurbati Street, P.O -Serampore , P.S - Serampore, Dist - Hooghly, Pin - 712201( W.B) hereinafter called and referred to as the DEVELOPER(which expression shall unless excluded by or repugnant to the subject or context be deemed to include its and each of its heirs, executors, administrators, representative / or assigns) of the SECOND PART.

AND

SRI NABA KUMAR DEY (PAN NO.-ALLPD 7949 M) S/O- Late Prasad Chandra Dey, by faith Hindu, Indian Citizen by profession-Service, residing at 57 K.M.Sha Street, P.O. & P.S - Serampore , Dist - Hooghly, Pin - 712201 ( W.B) hereinafter called PURCHASER (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his and each of

his heirs, executors, administrators, successors-in-office and assigns) of the

**THIRD PART.**

**WHEREAS ALL THAT** piece and parcel of Bastu land measuring 05 Cottah 10 Chittak 03 Sq.ft with R.T.shed measuring about 300 sq. ft lying and situated at Mouza – Serampore, J.L. No.- 13, comprised in R.S. Dag No. 3439 under R.S. Khatian No. 1593 corresponding to L.R. Dag No. 4362 under L.R. Khatian Nos. 7131, 8804 & 8879 being Municipality Holding No. 46/A, P.G.Bhaduri Sarani with in the ambit of Serampore Municipality under P.S. & A.D.S.R. Office Serampore, Dist Hooghly morefully described in the “A” Schedule below was originally owned and possessed by five brother namely Pratima Dutta , Dhanapati Dutta & Pashupati Dutta.

**AND WHEREAS** the said Pratima Dutta, Dhanapati Dutta & Pashupati Dutta while were in actual khas posesion of the A schedule mentioned property sold, transferred conveyed the same in favour of Sri Nagarmal Agarwal son of Late Matadin Agarwal by virtue of a registered Deed vide Book No.-I, Volume No.- 126, pages 129 to 133 Being No.6483 for the year 1967 which was duly registered at A.D.S.R. Serampore, Dist- Hooghly.

**AND WHEREAS** said Sri Nagarmal Agarwal became the actual owner of the schedule mentioned property and having right, title and interest on the same.

**AND WHEREAS** while were said Sri Nagarmal Agarwal actual possession of the “A” schedule mentioned property sold, transferred conveyed the same in favour of **M/S TREENAYANI DEVELOPER** by strength of registered Deed Of Sale was duly registered before DSR-II, Hooghly , recorded in Book No 1, Vo;l No 0602- 2018, written on the pages from 26158 to 26182 being No. 1176 for the year 2018 .

**AND WHEREAS** said **M/S TREENAYANI DEVELOPER** became the actual owner of the schedule mentioned property and recorded its name in the

record of Serampore Municipality and also recorded its name in the record of B.L&L.R.O, Serampore- Uttarpara Block and having right, title and interest on the same.

**AND WHEREAS** the Owner /Developer for the purpose of Construction (G+4) storied building has taken sanctioned building plan from the local Serampore Municipality being vide sanctioned No.-975 of 2018-19, B.O.C. dated 28.02.2019 and sign dated 16.04.2019 and as per sanctioned plan the Owner/Developer has already started construction on the "A" schedule property.

**AND WHEREAS** the Developer in exercise of his rights under the said Agreement have offered to sell one Flat on the First Floor, to the Purchaser in said new building.

**AND WHEREAS** the Party hereto of the Third Part having satisfied with the Title deed and other documents has agreed to purchase complete residential flat in GYAETREE APARTMENT, the particulars of the said residential Flat is given as under in the B Schedule.

**AND WHEREAS** the "B" Schedule Flat is now fully ready and complete to transfer the possession of the same.

**AND WHEREAS** the purchaser herein with the intention to purchase one residential flat on the Flat **being No-102, measuring more or less 610 sft super built up area on the First Floor** thus shown in the plan annexed herewith and bordered **RED** therein, the plan do form a part of this Deed, together with impartible undivided proportionate share of land underneath and particulars of Flat herby sold given in B Schedule below together with all right of common enjoyment of common area ,facilities with the terms and conditions as mentioned in "C" ,"D" and "E" Schedule at the consideration of **Rs 13,00,000/- (Rs. Thirteen Lakhs )** only AND the purchasers have agreed to

purchase the B Schedule Flat with the undertaking to follow the terms and conditions and to enjoy the facilities.

**AND WHEREAS** the Party hereto of the Third Part having satisfied with the Title deed and other documents has agreed to purchase one complete Residential Flat in Gyaeetree Apartment.

**NOW THIS INDENTURE WITNESSETH** and in pursuance of the agreement and in consideration of **Rs 13,00,000/- (Rs. Thirteen Lakhs )** only fully paid by the purchasers to the Developer on or before execution of these presents (the receipt whereof the vendor doth hereby release to the purchaser the "B" schedule Flat forever) together with the proportionate undivided share of the "A" schedule land and in interest of common area etc forever. The vendor doth hereby grant transfer, sell, convey, assure and assign unto the purchasers ALL THAT the said Flat morefully and particularly described in the schedule 'B' hereunder written TOGETHER WITH impartibly undivided proportionate share of land underneath the land more fully and particularly described in the schedule "A" hereunder written and the proportionate undivided share of the land underneath with the interest in the common areas and facilities of and in the maintenance, common areas and facilities of and in the maintenance, common passage, staircase, lift, tube well, drains sewers water pipes, transformer and all the other fixtures and equipments of common utility and common paths and passages appertaining to the said building unless repugnant to the context or subject cumulatively referred to hereinafter as "The said Flat" and properties appurtenances thereto AND the Reversion or reversions, remainder or remainders and the rents issues and profits of and in connection with the said flat and the properties appurtenances thereto AND the estate, right, title interest, property claim and demand whatsoever of the vendor hereto into out of or upon the said flat and the properties appurtenances thereto to have and

to hold the flat and the properties appurtenances thereto hereby granted conveyed, transferred, assigned and assured and every part thereof respectively, together with the vendor and each of their rights unto the purchaser hereof free from all encumbrances save those expressly mentioned herein subject the apportioned liability for Municipal Taxes, insurance premium for the said building and monthly maintenance charges and the vendor right in respect hereof as reserved by the agreement for purchase or by these presents and subject nevertheless to the easements or quasi-easement and other stipulations provisions in connection with the beneficial use and enjoyment of the said flat AND subject also that the purchaser hereto shall hold the said flat and other properties hereby sold, transferred, conveyed and a signed as an indefeasible estate and shall not subdivide or partition by metes and bounds the same or any portion hereof in any manner whatsoever TOGETHER WITH the right to use of staircase, entrance, tube well, lift, transformers, electrical, plumbing and other installations of common utility, main entrance and other common path and passages, as fully described in the schedule "C" below in common with the other owners and occupiers of the said building for the purpose of cess to and from the main Road excepting the reserving unto the vendor such easements or quasi-easement rights and privileges as are mentioned in the schedule "C" hereunder written.

**THAT** the Vendor is hereby covenanting with the purchaser hereto of the said "B" Schedule Flat as follows:-

**A. That** the Vendor doth hereby declare that the vendor has good valid and marketable title and absolute authority to transfer and assign the 'B' schedule Flat together with the proportionate share of land underneath of "A" schedule property and also the property in the schedule both "A" and "B" Schedule property free from all encumbrances, mortgage, lien etc.

B.That the purchaser by this Deed shall be the exclusive owners of the 'B' schedule Flat and shall hold, occupy and enjoy the 'B' schedule flat and every part for his own use and benefit without any interruption. Lawful eviction and any claim or demand and shall have exclusive right and absolute ownership on the flat and shall have every right to sell, transfer, mortgage assign in any manner like other flat/garage owners without any objection and interruption by the Vendor .

C.That the purchaser s shall enjoy all common areas without causing any disturbances in peaceful enjoyment of other owners of the flat and also shall not do any act causing disturbances and inconveniences to other occupants and inmates of the said building and shall pay proportionate maintenance charges to Flat owners association.

D.That the main gate of the "A" schedule building shall remain close outside the normal hours for security reason but the purchaser or his family members will not be refused to get access on request to the caretaker of the building.

E.That if it transpires that the property hereby conveyed by the Vendor is not free from all encumbrances as herein before stated by them, the vendor his heirs , executors, administrators ,and assigns and will be bound make good any loss sustained by the purchasers .

F.That the purchaser shall not set up/affix any mobile telephone tower upon the top of the roof of existing "A" Schedule property.

That the purchasers doth hereby covenant with the vendors hereto as follows:-

1.That the purchasers hereto all times hereby agree to contribute and to pay the proportionate share towards the costs, expenses /and outgoing in respect to the matter indicated in schedule 'D' herein under written to the management of the flat owners .

2. That the purchasers after purchase of 'B' Schedule Flat shall apply for mutation of her name and shall pay separately the Municipal Tax of 'B' schedule Flat.

3. That the purchasers shall not create, any disturbance and also shall not raise any objection in the matter of functioning of maintenance for building of the 'A' schedule and shall abide by the rules and regulations which are to be framed for maintenances of the building by the body of association.

4. That the purchasers shall have individual right to fix Antenna in the vacant space of the roof without causing any damages to the roof.

5. That the purchasers at any time shall not demolish damage any portion of the said flat or any part thereof and also shall not do any act of any structural additions and alterations whatsoever nature to the said flat and also shall have not right of closing Verandah, balcony and other portion for common use of the said building and also shall not keep any articles, things on the corridor, verandah, or nay place made for common use with the others flat holders and further that the purchaser although has right of decorating inside the 'B' schedule flat without causing damages, of common wall, beam. Structure, foundation but shall not entitled to decorate the exterior portion of the 'B' Schedule Flat.

6. That the purchasers for enjoyment of electric energy shall have right to transfer the electric meter at present which is in the name of vendor name in their own names and shall pay charges entirely at his own cost and responsibility but for enjoyment of electric energy in common area and for common maintenance shall be paid proportionately jointly with other owners.

7. That the purchasers of the 'B' Schedule Flat shall not store, attach, plant any machinery goods on the floor of the said flat or any Portion thereof and also shall not or permitted to be hanged from the beam the schedule and roof but



nothing shall prevent the purchaser of fittings electric lines, air condition machine, fans or any such other electrical fittings required for enjoyment for domestic purpose.

8. That the supply of water shall be made from the common overhead tank on the roof and for enjoyment of water shall pay proportionate charges to the management and in default the decision of the association shall be final. That the purchaser shall not throw or accumulate dirt, rubbish or other refused articles or permit the same to be thrown and allow the same to be accumulated in any portion of the common area of the building.

9. That the right of purpose of terrace and roof of the said building will be determined by the association of the flat owners.

10. That the purchaser here to of the flat shall use passage common with other flat/garage holders of the said building and common service as common portion mentioned in schedule 'E' and 'F'.

11. That it is hereby agreed between the parties that the agreement for sale for all effective purposes stand repealed.

**: SCHEDULE (A) ABOVE REFEREED TO (TOTAL PROPERTY):**

**ALL THAT** piece and parcel of Bastu land 05 Cottah 10 Chittak 03 Sq.ft with R.T.shed measuring about 300 sq. ft lying and situated at Mouza – Serampore, J.L. No.- 13, comprised in R.S. Dag No. 3439 under R.S. Khatian No. 1593 corresponding to L.R. Dag No. 4362 under L.R. Khatian Nos. 7131, 8804 & 8879 being Municipality Holding No. 46/A, P.G.Bhaduri Sarani with in the ambit of Serampore Municipality under P.S. & A.D.S.R. Office Serampore, Dist Hooghly along with all rights thereon.

**Total Property Butted & Bounded By:-**

**On The North :-**P.G.Bhaduri Sarani.

**On The South** :-Property of Sri Shyam Behari Agarwala.

**On The East** :-Municipal Passage.

**On The West** :- Property Of Sakuntala Agarwala.

**: SCHEDULE B ABOVE REFEREED TO:( FLAT AREA):-**

All THAT Piece and parcel of one completely residential Flat being No-102, measuring more or less 610 sft super built up area on the First Floor, of the Gyaetree Apartment lying at holding No. 46/A, P.G,Bhaduri Sarani under Serampore Municipality along with undivided proportionate share of underneath land of A Schedule property together with proportionate share of common service area.

**The Flat Butted & Bounded By:-**

**On The North** :Open to Sky..

**On The South** :- Flat No.-103.

**On The East** :-Open to Sky.

**On The West** :-Flat No.-101 & Lift & Stair Case.

**“C” SHEDULE RIGHTS FOR COMMON USE:-**

The under mentioned rights, easements, quasi-easements privileges and appurtenances shall be expected out of the proposed assignments and sale and be received into the assign or and other owners and occupiers of the said building.

1. The right in common with all the occupiers and owners of the 'A' schedule building of common part or parts including space, entrance, passages roof etc.
2. The right on passage with all the occupiers and owners of electricity, water of the said building, pipes, drains wires, conduits lying or being in under through or over the said flat as far as maybe reasonably Necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.
3. The right of protection of entire building or any part. The right might otherwise become vested in the assignee by means of structural alterations to the said at present enjoyed by other part or parts of the said building.
4. That the right by the assign or and/or occupiers of the other part or parts of the said building for the purpose of ingress and egress from such other part or parts of the said building the main entrance, tube-well, or staircase, open and covered space and other common passage or path of the said building
5. That the Vendee shall be bound to allow inside his flat the materials and men for the purpose of maintenance of pipes drains, conduits within a reasonable time after getting notice from the association or by the persons maintaining the same but in case of emergency shall be bound to allow any person inside the flat for the purpose of said repairing.

#### "D" SCHEDULE COMMON MAINTENANCE

1. The cost of maintaining, replacing, white-washing painting, rebuilding, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, landing, stair case of the building structures, main water pipes motor pumps, tube-well, and electrical wire, sewerage, drains, transformer, lift and all other common parts .
2. The fixtures fittings and equipments in under or upon the building enjoyed or used in common by the occupier thereof the cost of cleaning and lighting the

main entrance, passage, landings, staircase, main walls ,lift and other parts of the building as enjoyed or used in common by the occupiers hereof.

3. The salaries of caretaker, chowkidars, plumber's sweepers etc, if employed.

4. The cost of working repairs, replacement and maintenance of lights, pumps tube-well and other plumbing works including all other service charges for services rendered in common to all other occupiers.

5. Municipal and other Taxes.

6. All electricity charges payable in common for the said building.

7. Such other expenses, including printing and stationary as also all litigations expenses incurred in respect of any dispute with the Municipality or any other authority/Government/Insurance company in relating to the same as deemed by the committee will be entrusted with the management and up keep the said building.

#### **“ E” SCHEDULE (COMMON PORTION)**

A. Common paths, passages and main entrance to the premises and the building.

B. Common boundary and main Gates.

C. Drainage and Sewerage and all pipes and other installations for the same except only those as are installed within the exclusive area of any unit and/or exclusively for its use. Common Durwans living area (if any).

D. Low tension and/or high tension electrical installation and its room (if any) all electrical wirings and other fittings excluding only those are installed with the exclusive area of any unit and/or exclusively for its use.).

E. Stair case landings and /or midland on all floors of the building.

F. Deep tube-well, lift and its installations, if any.

G. Lobbies on all floors of the building.

H. Water pumps, water pump rooms, water reservoir, lift room (save only those which are exclusively within and for use of any unit) in and /or to in respect of the building.

I. Such other common parts, areas, equipments, installations units in common but the co-owners including the roof and/or terrace and parapet walls of the building

### **"F" SCHEDULE**

The common service as stated above shall be declared before the competent authority under West Bengal ownership Apartment Act, 1972 as amended up to date. AND after purchase the purchasers of the all flat shall comply with the provisions of W.B.O.A. Act, 1972 as amended up to date in form 'C' Apartment Ownership Association Act.

### **"G" SCHEDULE (USER OF THE FLAT/GARAGE AND COMMON PORTION)**

A. To keep the Flat/Garage and every part thereof and all fixtures and fittings therein exclusively for the unit properly shall keep neat and clean condition.

B. To use the common portion and area quietly and peaceably only for the purpose of residence.

### **"H" SCHEDULE (THE PURCHASERS SHALL NOT DO)**

a) To obstruct the Association after formation for maintaining any acts relating to common purpose.

b) To violate any terms and conditions and rules and regulation for maintenance of the building.

c) To injure, or harm or causing any damages any common portion or other unit of the building by making any alteration or withdrawing any support or otherwise.

- d) To carry and store obnoxious injurious, dangerous inflammable articles or things and also shall not use the unit for any illegal and immoral purpose.
- e) To do or permit anything to be done causing nuisance and annoyance to the occupants of the other units of the said building or adjoining building
- f) To put and affix any signboard Hoarding name plate or other things in the common portion but shall not prevent displaying a decent nameplate in the outside of the main door of the Flat.
- g) To keep or store any offensive, combustible, obnoxious, nacreous or dangerous articles in the flats.
- h) To affix or draw any wires cables, pipes from and to or through any common portion of the outside wall of the building or other flats.
- l) To keep any heavy articles or things which likely to damage the floor or operation any machine or machineries other than home appliance.
- j) To plant by storing earth on the roof and also shall not give any extra load either by erecting any wall inside the unit or by any means.
- k) To fix any mobile phone tower on the roof of the 'A' schedule property.
- L) To change the name of the apartment from "Gyaeetree Apartment"

In witness whereof we the vendor , the purchaser & the Developer put our signatures with sound health and sound mind and without force by any body and without coercion on the day, month and the year first above written.

Signed; sealed and delivered by the within-named parties in the presence of:-

WITNESSES:-

1.

**Signature of the Purchasers**

2.

**Signature of the Vendor/Owners**

Signature of the Developer

**MEMO OF CONSIDERATION**

Received **Rs 13,00,000/- (Rs. Thirteen Lakhs )** only against the full and final consideration of the B Schedule mention property by the vendor as follows:-

WITNESSES :-

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Signature of the Developer

Drafted by me:-

Advocate, Serampore Court

Typed by :-

Serampore Hooghly