

DEED OF CONVEYANCE

MOUZA - 92 NO. KRISHNANAGAR,

P.S. KOTWALI, DIST. NADIA,

VALUATION OF RS. only

THIS DEED OF CONVEYANCE is made on this day of
....., 2019 BETWEEN

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SUSANTA DAS, (Aadhaar no. 4447 5048 4582) son of Late Gouranga Chandra Das, aged about - 61 years, by profession- Business, residing at - Ghoshpara Beledanga 1st Lane, P.O. Krishnanagar, P.S. Kotwali, Dist. Nadia, Pin - 741101 (PAN - ADJPD7286R), by Nationality – Indian, Hereinafter called the "VENDOR" (Which term or expression shall unless other wise excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators and assigns) of the ONE PART.

AND

..... (Aadhaar no.)son of -
..... , residing at -.....
..... , by occupation –
, by faith –, (having PAN -) by Nationality –
Indian, Hereinafter referred to as "**PURCHASER**" (which expression shall
unless excluded by or repugnant to the context be deemed to mean and
include their heirs, executors, administrators legal representatives and
assigns) of the **SECOND PART**.

AND

aforesaid Susanta Das is the absolute owner, occupier and possessor of 13.33 dec. of land in bearing No. Plot No. L.R. 3840, 3841, Khatian No. L.R. 46051, 46945, 27868, 46833, which he acquired by way of regn. deed of sale vide No. 9357/17, 346/18, 4589/16 AND Gift deed No. 7108/04 registered at the office of the A.D.S.R. and D.S.R. Krishnagar, Nadia respectively and after

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purchasing the same, he is owning and possessing on paying rent to the state of W.B. and his name has been duly recorded in the present L.R. & R.O.R. under Khatian No. L.R. 46051, 46945, 27868, 46833, and Plot No. L.R. 3840, 3841, respectively and also in the record of Krishnagar Municipality.

WHEREAS the register gift deed in the year of 2004, made between Sri Gouranga Ch. Das there in referred as the vendor of the one part and Sri Susanta Das there in referred to as he purchaser of the other part and registered with the A.D.S.R. Krishnagar ,Nadia, Book No.- 1, volume no.- 127, page no.- 385 - 392, vide deed no.- 7108 for the year 2004, area of land 5.5 dec. under Khatian No. R.S. 4536, 4535, L.R. 3044 (Akri), Plot No. R.S. 2329, 2326, L.R. 3840.

WHEREAS the register Sale Deed in the year of 2016, made between Sri Arun Kumar Das there in referred as the vendor of the one part and Sri Susanta Das there in referred to as he purchaser of the other part and registered with the A.D.S.R. Krishnagar ,Nadia, Book No.- 1, volume no.- 1302-2016, page no.- 91632-91656, vide deed no.- 4589 for the year 2016 under Khatian No. R.S. 4535, 4536 L.R. 39066, Plot No. R.S. 2326, L.R. 3841, area 0.60 dec. and Khatian No. R.S. 4535, 4536 L.R. 39066, Plot No. R.S. 2329, L.R. 3841, area 1.73 dec. total 2.33 dec.

WHEREAS the register Sale Deed in the year of 2017, made between Falgani Das and others there in referred as the vendor of the one part and Sri Susanta Das there in referred to as he purchaser of the other part and registered with the A.D.S.R. Krishnagar ,Nadia, Book No.- 1, volume no.- 1302-2017, page

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no.- 158470- 158490 , vide deed no.- 9357 for the year 2017 under Khatian No. R.S. 4535, 4536 L.R. 26426, Plot No. R.S. 2326, 2329, L.R. 3840, area 0.90 dec.

WHEREAS the register Sale Deed in the year of 2018, made between Falgani Das and others there in referred as the vendor of the one part and Sri Susanta Das there in referred to as he purchaser of the other part and registered with the A.D.S.R. Krishnagar ,Nadia, Book No.- 1, volume no.- 1302-2018, page no.- 5922- 5940, vide deed no.- 0346 for the year 2018 under Khatian No. R.S. 4535, 4536 L.R. 26426, Plot No. R.S. 2326, 2329, L.R. 3840, area 4.60 dec.

WHEREAS the Vendor being the Owner of the plot of land herein described in Schedule "A" by way of above sale Deed and gift deed and sanctioned building plan from **KRISHNANAGAR MUNICIPALITY** for Construction of Residential and Commercial **(G+4) Sun Flower Apartments building** .

WHEREAS the Vendor fully constructed and completed the proposed building at its own cost in accordance with the sanction 1st plan by **KRISHNANAGAR MUNICIPALITY** dated- 15.06.2018 and the owner revised the 2nd plan **KRISHNANAGAR MUNICIPALITY** dated- 19.06.2019.

WHEREAS the Vendor registered the project namely **Sun Flower Apartments building** from **West Bengal Housing Industry Regulatory Authority (HIRA)**, dated-, being registration No.

WHEREAS the Vendor for purchase of one Flat No. measuring carpet area Sq.Ft.(built up area..... Sq.ft.) be the same a little more or less on Floor as described in Schedule-B situated on all that piece and parcel of Rayati Sthitiban danga land

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presently **VITI** land in area of land 13.33 dec. bearing Plot No. L.R. 3840, 3841, Khatian No. L.R. 46051, 46945, 27868, 46833, of Mouza - Krishnanagar, J,L. No.92, P.S.- Kotwali, within District Sub-Registry Office **NADIA** and Additional District Sub-Registrar **KRISHNANAGAR** and B.L. & L.R.O. **KRISHNANAGAR** as described in Schedule "A" at a consideration of Rs. /- (**RUPEES** -)

ONLY) free from all encumbrances together with undivided proportionate and impartibly share or interest in land of the said premises and the right of common user of common areas and amenities and the Vendor has agreed to convey the said flat to the Purchaser for said consideration subject to covenants and conditions herein contained.

WHEREAS the PURCHASER have taken due inspection of the Flat in accordance with the sanctioned plan and all other relevant documents and they have satisfied themselves as to the marketable title located on the..... Floor of the Building measuring **carpet area** **Sq.ft.** (built up area..... **Sq.ft.**) be the same a little more or less with total consideration of Rs. /- and the newly constructed building including all fittings and fixtures and undivided and impartibly proportionate share of the land.

AND WHEREAS the Vendor has agreed with the Purchasers for the absolute transfer of the flat of **carpet area** **Sq.ft.** (built up

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area..... Sq.ft.) on theFloor to the Purchasers with proportionate share of land together with all rights in the staircase, landing, common areas, sewers, drainages water connection, water reservoirs in the Ground Floor and common right on the roof and all rights attached thereto more fully described in the Schedule hereunder which is free from all encumbrances of the price of Rs. /- only which amount the Vendor have obtained and receipt of which is hereby acknowledged and admitted.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum Rs. /- (**Rupees** only) paid to the Vendor, the said flat measuring **carpet area** **Square Feet** more or less (built up area..... Sq.ft.) on the..... Floor over the "A" Schedule property which is written in the Schedule "B" below written be the same a little more or less **TOGETHER WITH** half of the depth in all the joints within the four comers of the said flat room and half of the depths in together with common right to use the all ways, paths, passages, Roof of the Apartment, Lift, drains, water source, pump on the ground floor, overhead water tank on the roof of the said building together with undivided, impartible, proportionate share of the said land more-fully and particularly described in the schedule "A" hereunder written and all ancient and other rights, liberties, easements, appendages, and estate right title **interest of**

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the property claim whatsoever of the Vendor in the said Flat free from all encumbrances to hold the same absolutely and forever, situate and lying in the said land more-fully and particularly described in the schedule "A" here-under written AND ALL the estates, right, title, interest, claim and demand whatsoever of the vendor into or upon the same and every part thereof and TO HAVE AND TO HOLD the same unto and to use of the Purchasers, their heirs, executors, administrators, legal-representatives, successors-in-interest, and assigns absolutely and forever together with xerox copies of the deeds, writings, muniments and other evidences of title AND THE VENDOR do hereby covenant with the Purchasers, their heirs, executors, administrators, legal- representatives, successors-in-interest, and assigns that notwithstanding any acts, deeds and things hereto before done, executed and knowingly suffered to the contrary the Vendor is now lawfully seized and possessed of the said property free from all encumbrances, attachment or defects in title whatsoever and the Purchasers shall hereafter peacefully and quietly hold, possess and enjoy the property in Khas without any claim or demand whatsoever from or by the Vendor or any other person or persons claiming through under them AND FURTHER THAT the Vendor its executors, administrators, legal-representatives, successors-in-interest, and assigns to have harmless indemnity and indemnified the Purchaser, their heirs, executors, administrators, legal- representatives, successors-in-interest, and assigns from and against all encumbrances charges, equities whatsoever AND the Vendors, their executors, administrators, legal-repre-

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sentatives, successors-in-interest, and assigns further covenant that they shall at the request and cost of the Purchasers, their heirs, executors, administrators, legal-representatives, successors-in-interest, and assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in the manner aforesaid according to the true intent and meaning of this deed. The Purchaser or Purchasers shall bear and pay the maintenance charges.

THE VENDOR HOLDER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-

- a) That notwithstanding any act, deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendors to the contrary, the Vendor have good right, grant, transfer and convey the said schedule "B" area and every part thereof unto and to the use of the Purchasers in the manner as aforesaid.
- b) That the Purchasers and their heirs executors, successors, representatives and assigns shall and may at all times hereafter peaceable and quietly enter into hold possess occupy and enjoy the said schedule property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, disturbances, claims or demand whatsoever from or by the Vendor or any person or persons claiming from under or in trusts for the vendor

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- c) That the Vendor and all person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said schedule "B" area or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers do and execute or cause to be done and executed all such acts, deeds, matters thing and assurances whatsoever for more perfectly assuring the said Schedule "B" area and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- d) That all taxes and rents or any other cess relating to the said Schedule "B" area and other urban taxes including land revenue have yet not been determined by the appropriate authorities including the **KRISHNANAGAR MUNICIPALITY** up to the date of these presents and any such amount payable by the Purchasers and other Pucca Room owners would be paid to the Vendor/ Association or Co-operative society so formed from their respective date of taking possession of their respective area.
- e) That the Vendor shall have no objection whatsoever if the said Purchaser shall become a member of the Co-operative society to be formed by and consisting of the owners of other area for the purpose of safeguarding and maintaining all matters of common interest like repairs, white washing or colour washing for common areas in use by all including all other common areas.

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- f) That the Purchasers shall have the right to take electricity in their own name and for the said purpose he can use the meter space in common as reserved in the building.
- g) That the Purchasers shall have the right to sell mortgage or deal in any manner of transfer whatsoever to any person or persons.
- h) That the Purchaser can take water line connection inside the said schedule "B"

THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDOR AS FOLLNWS -

- a) That all the dues on account of proportionate Government taxes if any demanded and remain unpaid from the date of taking possession of the said Schedule "B" area or from the date of execution of agreement for sale on ownership basis whichever is earlier, the Purchasers agree to reimburse their proportionate share whenever demanded by the Vendor/ Association of owner/Government Body.
- b) That the Purchasers shall not open any additional outlet door or window nor affix any other apparatus outside the interior walls of the said Schedule "B" area or any portion of the said building nor close to any existing outlet door or window which will change the general outlook of the building.
- c) That the Purchasers shall keep the said Schedule "B" area the partition walls, sewers, drains, pipes and other fittings, fixtures and appurtenances thereto belonging to good condition at his own costs and in par-

ticular so as to support structures and protect the other parts of the said building and also the rights and interest of the owners and occupiers of the other portions of the said building.

- d) That the Purchasers shall not do or suffer to be done anything into or to the said Schedule "B" area or common portions of the said building thereof which may be contrary to or against the rules and regulations conditions or bye law of the legal bodies or any other authority and shall abide by the law and be responsible for any breach or misconduct thereof.
- e) That the Purchasers shall not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor will be at any time make or cause to be made any new construction of whatsoever nature in or on the said Schedule "B" area or any part thereof and he will not make any addition or alteration to or to the said Schedule "B" area or change the colour scheme or elevation of the said building and their verandah window projection and other portion of said area.
- f) That the Purchasers shall not make or permit the making of any structural addition, alteration, modifications of nature which will damage the outer walls or other portion of the building and shall also not cause any obstruction or hindrance or interference in the free ingress and egress from the said premises for the Vendor .

SCHEDULE "A" AS REFERRED TO HEREIN ABOVE

ALL THAT Piece or parcel of land measuring **13.33 decimals**, a little more or less, whereupon the ground floor Plus four upper floor multi-storied building namely "**SUN FLOWER APARTMENT**" standing thereon, lying and situated within the Collectorate of Nadia, Sub-Division-Krishnagar, under P.S. Kotwali, under Krishnagar Municipality, Pargana- Ukhera, A.D.S.R. Office- Krsihnagar, within Mouza Krishnagar, J.L. No. 92, appertaining to Plot No. L.R. 3840, 3841 under Khatian No. L.R. 46051, 46945, 27868, 46833, and all other easement right thereto.

Mouza- 92 No. Krishnagar, at D.L. Roy Road, under Krishnagar Municipality Ward No. 15, Holding No. 45.

<u>KHATIAN NO.</u>	<u>PLOT NO.</u>	<u>CLASSIFICATION</u>	<u>AREA</u>
L.R. 46051, 46945, R.S. 2326, 2329		VITIAT PRESENT	13.33 decimal
27868, 46833,	L.R. 3840, 3841	FLAT	

THE PROPERTY IS BUTTED AND BOUNDED AS FOLLOWS:-

- On the North** :- Property of Soumendra Mohan Ghosh, R.S. Plot No. 2325
- On the South** :- D.L. Roy Road, R.S. Plot No. 2141
- On the East** :- Property of Nitai Lal Das & others , R.S. Plot No. 2326 and
Property of Amarnath Das R.S. Plot No. 2329.
- On the West** :- Property of Hemanta Das , R.S. Plot No. 3946

SCHEDULE " B" AS REFERRED TO HEREABOVE

ALL THAT piece and parcel of land on Schedule "A" having an area of Flat No.- , measuring carpet area Square Feet, (built-up area..... Sq.t.) on the..... Floor situated and constructed at Schedule "A" Land.

That the Flat hereby sold is shown in the annexed sketch map marked in color "RED" and the same is to be considered as part of this Deed.

**THE PROPERTY OF THAT FLAT IS BUTTED AND BOUNDED AS FOL-
LWS:-**

- On the North:-
- On the South:-
- On the East :-
- On the West :-

SCHEDULE "C" REFERRED TO HERIN ABOVE

1. The foundation columns beam support corridors lobbies stairs stair-ways landings entrances exits and pathways.
2. Drains and sewers from the premises to the **MUNICIPALITY**.
3. Water sewerage and drainage connection pipes from the units to drains and sewers common to the premises.

COMMON PARTS AND FACILITIES :

(Exclusive rights and easements)

- 1) The purchasers shall have exclusive right, title and interest over the said Flat after execution of deed of conveyance and shall enjoy the same freely with a right to transfer, mortgage, lease etc. and this right is inheritable also.
- 2) The purchaser/s shall have also right of common passage, user and movement in all the common portions and shall enjoy absolute, unfettered and unencumbered right over the common portions.
- 3) Such rights, supports, easements and appurtenance as are usually held, used, occupied or enjoyed as part or parcel of the said Flat and undivided share.
- 4) The right, with or without workmen and necessary materials to enter upon the said building including the said Flat or any other units for the purpose of repairing of any part or portion of the said building so far as the same can not be carried out without such entry.
- 5) The purchaser/s shall /may apply after transfer being completed, to the concerned authority for mutation of his/her/ their name/s.
- 6) The roof of the apartment is a owner's property, but only allottee can use it as a common place. If allottee will arrange any occasion he/she have to take permission from the owner.

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AMENITIES.

- 1) The building shall be R.C.C. from structure.
- 2) R.C.C. overhead storage tank will be provided above on roof top of the building .
- 3) Lift, Fire fighting facility and two stair case.
- 4) The flooring for living room, bed room, passages, kitchen and balconies will be Jonson Tile with skirting of the same tiles.
- 5) Colour glazed tiles will be fixed to bathroom .
- 6) Staircase treads will be of Marbel .
- 7) Main door and all other doors of the building shall be of wooden door.
- 8) W.C. and Bath Doors shall be syntax Doors.
- 9) Windows shall be Alimuniam made with feeting glass.
- 10) Toilet windows shall be Alimuniam with glass touvers.
- 11) The internal plaster walls and ceiling will be with smooth neeru finish (Putti) without paint.
- 12) External plaster will be painted with water proof cement paint (weather coat).
- 13) Plastic Pipes will be used for water supply (i.e. shower top. Gizer tec.).
- 14) Shower line will be provided.
- 15) Every Letrine will be fitted with one Indian type W.C. Pan or another commod pan.

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- 16) One cooking platform of polished black stone with colour glazed tiles.
- 17) Electrical installations relating to meter for receiving electricity from WBSEDCL.
- 18) One common wooden cupboard for electric meters and switch board and electric wire to be provided to the purchaser for necessary electrical works including respective premises and the also to be provided near staircase. But no wire for installation of A.C. connection to be provided.

SCHEDULE "D"

THE PURCHASER/S SHALL NOT DO THE FOLLOWING :-

- a) To obstruct the other owners of the premises and/or the Association in their acts, relating to the common purpose/s .
- b) To violate any of the rules and/or regulations lay down for the common purposes and for the user of the common portions.
- c) To injure, harm or damage the common portions or any other units in the said building.
- d) To alter any portion, elevation or colour scheme of the said building/Premises.
- e) To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions SAVE at the places indicated therefore.
- f) To place or cause to be placed any article or object in the common portions.

- g) To carry on or cause to be carried on any obnoxious or injurious activity in or through the said premisses or common portions.
- h) To do or permit any thing to be done which is likely to cause nuisance or annoyance to the occupants of the other purchasers in the said building.
- i) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said premises.
- j) To keep any heavy articles or things, which are likely to damage the floors or premises.
- k) To make any structural additions or alteration except with the prior permission of the land owner.

In page No.- where in Photo and Ten Fingers Print of Vendor and Purchasers have been affixed, shall form part of this Deed.

IN WITNESS WHERE OF the said both parties hereunder subscribed their hand and seal on the day , month and Year First above written in presence of:

MEMO OF CONSIDERATION

RECEIVED Total Amount Of Rupees from the Purchaser within mentioned sum of Rs.-
..... /=(Rupees) only in
the manner following:-

Payment - , dated-
Payment - , dated-
Payment - , dated-
Payment - , dated-
Total Rs. -

.....
(Signature of the Vendor)

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SIGNED , SEALED AND DELIVERED IN THE PRESENCE OF:

.....
(Signature of the Vendor)

.....
(Signature of the Purchasers)

WITNESSES:

Drafted and explained by-

(Suman Saha)

1)

Advocate

Judges' Court, Nadia at Krishnagar,

Enrolment No.

2)

Typed by me :

Joni Das, Krishnagar, Nadia.