

DEED OF CONVEYANCE

Valued at Rs.

(Rupees) Only

THIS DEED OF CONVEYANCE is made on this the day of April, 2021 (Two Thousand and Twenty One) of CHRISTIAN ERA.

BETWEEN

SRI BISWAJIT KARMAKAR (PAN NO. AKHPK9010B), Son of Late Tarak Chandra Karmakar, By Nationality-Indian, by faith- Hindu, by occupation-Business, residing at: Tarapukur Main Road, P.O. Agarpara, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700109 hereinafter called & referred to as the **VENDOR** (which term or expression shall unless repugnant to the Subject or context hereof shall mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

1. Name S/o,W/o,D/o
..... by Nationality-Indian, by
Religion-....., by Occupation- Business/House-wife/Service/Retired respectively,
residing at

2. Name S/o,W/o,D/o
..... by Nationality-Indian, by
Religion-....., by Occupation- Business/House-wife/Service/Retired respectively,
residing at

hereinafter jointly called and referred to as the **PURCHASERS** (which term or expression shall unless repugnant to the Subject or context, hereof shall mean and include his/her/their heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the present vendor of the first part hereof namely Sri Biswajit Karmakar (Son of late Tarak Chandra Karmakar) has purchased a piece and parcel of land measuring an area more or less **3Cottahs 13Chittaks 39Sq.ft.**, Classified as "Danga" and use as "Bastu" alongwith a 100 Sq.ft. R.T. Shed Standing thereon, within Mouza-Tarapukuria, J.L. No. 12, Re. Su. No. 27, Touzi No. 178, Comprised and Contained in R.S. Dag No. 244, under Khatian No. 3, corresponding to R.S. Khatian No. 291, corresponding to New Modified Khatian No. 2277, P.S. Khardah, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, District-North 24 Parganas, within the local limits of Panihati Municipality, bearing holding no. 143 C.K. Sen Road, under Ward no. 27 from his predecessor-in-title namely Sri Raghu Nath Pal & Sri Debendra Nath Pal both Sons of Late Nagendra Nath Pal by virtue of a Registered Deed of Conveyance, being No. 152402888, which was executed and registered on 29.05.2019 at A.D.S.R.O. Sodepur, Dist.: North 24 Parganas, and the same was recorded in Book No. I, Vol No. 1524-2019, noted within the pages from 100114 to 100136, being No. 152402888, for the year 2019.

AND WHEREAS the vendor hereof after purchasing the aforesaid plot of land through the aforesaid registered Deed of conveyance he mutated his name in the assessment Registrar of Local Panihati Municipality, bearing holding no. 162 (C. K. Sen Road), under Ward no. 27 and he also mutated his name before the Office of B.L. & L.R.O. BKP-II, vide New Khatian No. 2570 and thereafter for his better enjoyment as well as for the purpose of construction of Multi Storeyed building upon the said landed property he demolished the old dilapidated building and erected thereon a Multistoried building in the name and style of "**BISHNUPRIYA-II**" comprising of Several Flats, shops, garrage in accordance with the sanctioned plan as sanctioned by the Panihati Municipality **Vide sanction plan no. 147, dated 22.12.2020** and enjoying the same by paying the Municipal taxes regularly.

AND WHEREAS thereafter in compliance with the said building plan the vendor hereof by deploying its own Architect and Engineers have completed the said Building thereon comprising with several Flats, Shop rooms and Garage which are all lying ready for immediate transfer in favour of the intending Purchaser.

AND WHEREAS the Purchaser/s after being satisfied about the title of the Vendor and the sanctioned building plan by the concerned Panihati Municipality and construction of the proposed Multistoried building on the land of Schedule "A" property has approached the Vendor for purchasing a **Flat, being No.**, on the **..... Floor**, measuring more or less **..... Sq.ft.** super builtup area into and out of the building popularly known as "**BISHNUPRIYA-II**".

AND WHEREAS the Vendor agreed to sell and the Purchaser agreed to purchase the **Flat being No.**, on the **..... Floor**, measuring more or less **..... Sq.Ft** super builtup area TOGETHERWITH undivided proportionate share and/or interest of the land underneath of the building at or the price of **Rs. (Rupees**) Only free from all encumbrances whatsoever.

AND WHEREAS by an agreement entered into and executed by and between the Vendor and the Vendee/s/Purchaser/s hereof it was agreed inter alia by and between the parties that the Purchaser would purchased the "B" Schedule property hereof togetherwith the specification being Schedule "C" hereunder at and for a consideration of **Rs. (Rupees**) Only being the price for **..... Sq.Ft.** approx of Super Builtup area, being **Flat No. "....."**, contained by the apartment on the **..... Floor** into out of and over the said building.

AND WHEREAS the Purchaser/s by installments has paid the total consideration money for the said flat amounting to **Rs. (Rupees**) Only to the Vendor which the Vendor have duly received and acknowledged.

AND WHEREAS the Vendor has agreed to sell, convey and transfer unto the Vendee/s all that the Self-contained **Flat** being schedule "B" hereunder togetherwith the proportionate impartible share of the land, described in the Schedule "A" hereunder subject to the terms hereinafter contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

THAT in pursuance of the said Agreement and in consideration of a sum of **Rs.** (**Rupees**) Only paid by the Vendee/s unto the Vendor at or prior to the execution of these presents (the receipt whereof the Vendor do hereby admit and acknowledge) and of and from the same and every part thereof acquit release and discharge the Vendee/s the said self-contained **Flat** being scheduled "B" hereunder with proportionate impartible share of the land under the said structure attributable to the said **Flat** constructed, the Vendor do hereby grant, sell, convey and transfer, assign and assure unto the Vendee/s the said undivided share of land and the said super structural built up area of **Sq.ft.** approx with other facilities and amenities as described in the Schedule "C" hereunder with all rights, liberties, privileges, easements, appendages and appurtenances whatsoever pertaining to the "B" Schedule property and other common areas, facilities, plumbing, sewers, messuages, access to roof etc. And all the estate right, title, interest, property claim or demand whatsoever both at law and in equity of the Vendor into out of and over the said **Flat** togetherwith all the power, to sell, transfer, mortgage, lease, assign, charge, etc in respect of the said **Flat** and is also unrestricted right of the vendee/s and his/her/their men and agents to pass and repass through, into and over the passage of the said premises for the use and enjoyment of the said flat TO HAVE AND TO HOLD the said **Flat** hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so as to be unto and to the use and occupation of the vendee/s absolutely and forever free from all encumbrances, charges, trusts, liens, claim, demand whatsoever and the Vendor do hereby covenant with the Vendee/s that notwithstanding any act, deed, matter or thing done or executed by the Vendor to the contrary, the Vendor have good right, full power and lawful authority to grant, sell and transfer the said flat unto the

Vendee/s AND the Vendee/s shall for all times to come quietly and peaceably enjoy the "B" schedule property without any eviction or interruption whatsoever from the part of the Vendor AND the Vendor shall at all times indemnify and keep indemnified the demised property and save harmless the Vendee/s against all claims or demands whatsoever in respect of the demised property hereby sold and conveyed and made good to the purchaser/s/vendee/s all costs, expenses, leases he/she/they may be put to or obliged to incur or suffer by reasons of any defect or deficiency in the title of the Vendor, the Vendor undertake to ratify all or any of such defect or mistake at the cost and instance of the vendee/s and the vendee/s shall have the absolute and exclusive right with full power and authority to enjoy the schedule demised property/ "B" scheduled property in the manner aforesaid.

**THE PURCHASER/S/VENDEE/S DO/DOTH HEREBY COVENANT WITH
THE VENDOR AS FOLLOWS:**

1. The Vendee/s shall henceforth peaceably and quietly hold, possess, enjoy, the rents and profits derivable from and out of the sale-property without any legal hindrance interruption or disturbance from the Vendor or any person or persons claiming through or under the Vendor and without any lawful let, hindrance, interruption or disturbance by any other person or persons whom-so-ever.
2. The Vendee/s/Purchaser/s shall not use the flat for any purpose whatsoever other than residence for which the same has been agreed and shall not undertake addition or alteration in the outside of the construction in the said **Flat** including adjoining terrace without written permission from other flat owners'/flat owner's association and concerned authorities and shall not use the flat in such a manner as may cause nuisance or annoyance to the occupiers of any other **Flat** in the building or for any illegal or immoral purpose.
3. The Vendee/s shall not throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, rages or other refuse or permit the same to be thrown or allow the same to be accumulated in the property agreed to be sold or in the compound lobby areas stair cases or any other portion of the apartment.
4. The Vendee/s shall at his/her/their own costs charges and expenses maintain and keep the interior of the said flat and every part thereof and the doors and

windows etc. thereof in clean and sanitary condition and at his/her/their own costs from time to time or cause to be done white washing distempering and/or maintaining of the same. The Vendee/s /Purchaser/s shall also pay the proportionate costs and expenses for maintaining repairing the outer face of the building and/or any fittings and fixtures and replacement of any fixtures or fittings or component or accessories of the building and for white washing or colouring of the outer portion of the building.

5. The Vendee/s/Purchaser shall at his/her/their own costs, charges and expenses make alterations or improvements to his/her said flat without making or causing any damages to the common wall or portion of the said building and affecting the rights of the other purchaser/s or co-owners. In effecting such additions no brick-built structures of any kind whatsoever can be made, in the outside of the constructed Premises being Schedule "B" hereunder.

6. The Vendee/s/Purchaser/s shall pay the electricity duties and charges in respect of the units so consumed by him/her/their punctually.

7. The Vendee/s/Purchaser/s alongwith the other co-owners or flat owners shall form an association under the prevailing laws of the land and shall abide by the rules, regulations and bylaws of the said Association.

8. In the event of the said building being substantially damaged necessitating reconstruction or material addition, alteration renovations and replacements, the vendee/s/purchaser/s shall be entitled to reconstruct or repair or renovation or replace or make additions and alterations in proportion to the areas of the building and undivided proportionate interest in the land of the said property jointly with other flat owners.

9. Words in this indenture importing singular shall include plural and vice-versa.

10. Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of land upon which the Multistoried building is situated)

ALL THAT the piece or parcel of land having Rayat Possessory right admeasuring more or less **3Cottahs 13Chittaks 39Sq.ft.**, Classified as "Danga" and use as "BASTU", on which the Multi Storeyed commercial cum Residential building namely "**BISHNUPRIYA-II**" standing thereon comprising of several flats, shop rooms, garrages by the estimation within **Mouza-Tarapukuria**, J.L. No. 12, Re. Su. No. 27, Touzi No. 178, Comprised and Contained in **R.S. Dag No. 244**, under Khatian No. 3, corresponding to R.S. Khatian No. 291, New Modified Khatian No. 2277, corresponding to New Khatian No. 2570, P.S. Khardah, A.D.S.R.O. Sodepur, District-North 24 Parganas, within the local limits of Panihati Municipality, bearing holding no. 162, C.K. Sen Road, under Ward no. 27.

BUTTED AND BOUNDED BY

On the North : Plot of Bina Bhattacharjee.

On the South : Jagarani Club & Lakshmi Narayan Mandir.

On the East: Plot of Shyamal Das.

On the West : 16ft. Wide C. K. Sen Road.

SCHEDULE "B" ABOVE REFERRED TO

(Description of the Flat hereby Sold)

ALL THAT a self contained residential Flat being No. "....." on the
Floor, **Facing**, covering a super builtup area **Sq.ft.**
(inclusive of all service area) consisting of Bed Rooms,
Dining-Cum-Drawing Room, Open Kitchen, Toilet, W.C. and
..... Verandah/Balcony with **Floor Tiles** flooring within the building
"**BISHNUPRIYA-II**" into out of and over the "A" Schedule property alongwith the
half of thickness joist and common partition wall and common service area and
facilities with right and easements all terrace, overhead reservoir, septic tank,

plumbing, stair cases, lift, Roof of the Building, passages, sewers etc. TOGETHERWITH undivided proportionate share of land in the "A" Schedule etc. AND ALSO right for enjoying common facilities as mentioned in the Schedule "C".

BUTTED AND BOUNDED BY

On the North :

On the South :

On the East:

On the West :

Which is vividly shown and delineated in the Plan annexed hereto and boundary line marked by coloured **RED**. The said plan will be treated as a part of this Deed of Conveyance.

THE SCHEDULE "C" ABOVE REFERRED TO

PART - I, COMMON AREAS

1. The foundation, columns, beams, support, corridors, lobbies, landings, entrance and exists for the said flat.
2. Common Plumbing installations, water pump, Drainage sewers and rain water pipes, septic Tank.
3. Stair and lobbies, common corridors, top floor roof.
4. Such other common parts, areas, equipments, installations, fixtures fittings in or about the said building as are necessary of the building and common areas.

Part - II

**COMMON EXPENSES TO BE BORNE BY THE PURCHASER/S AND OTHER
FLAT OWNERS ON
PRO-RATA BASIS.**

1. The expenses of maintaining, repairing redecorating etc. of the building and in particulars or roof water tap, Gutters and rain water pipes of the Building, water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of and the main entrance, passage of the Building.

2. The salary & Wages of Clerk, Bill collectors, Sweepers Watchmen etc.

IN WITNESS WHEREOF the Vendor do hereby have set and subscribed his hands hereunto without any provocation in sound state of health and mind, but of his own accord on this the day, month and year first written above.

SIGNED AND DELIVERED,
in presence of following

WITNESSES:

1.

2.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the full and final consideration amount to the tune of **Rs.** (**Rupees**) Only in the following manner:

Total Rs.

In Words- **Rupees** Only.

Full and final consideration with satisfaction alongwith good health and sound mind on this the day, month and year first written above.

SIGNED AND DELIVERED

in presence of following

WITNESSES:

1.

2.