

SASHIKIRAN ABASAN
ON BEHALF OF

DEED OF CONVEYANCE

THIS INDENTURE made thisth day of20..... (Two
Thousand and)

BETWEEN

SASHIKIRAN ABASAN a Partnership Firm, represented by two of its
Partners namely

- (1) , son of, by faith-Hindu, by Occupation-,
residing at, PAN-, and
- (2) , son of, by faith-Hindu, by Occupation-,
residing at, PAN- **FIRST PART.**

AND

SASHIKIRAN ABASAN, a Partnership Firm, having its registered office at

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J.N. Roy Lane, Kayetpara, under P.O- Krishnanagar, P.S- Kotwali, in the District Nadia, Pin- 741101, PAN- represented by its Partners namely (1), son of, by faith-Hindu, by Occupation-, residing at, PAN-, and (2), son of, by faith-Hindu, by Occupation-, residing at, PAN-

AND

*1), son of, by faith-Hindu, by Occupation-, residing at, PAN- 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 their legal heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART. THE HISTORY OF TITLE IS GIVEN IN DETAIL BELOW :***

***o. Complete the Construction:-** as per the said sanctioned building Plan dated 02-07-2019 duly sanctioned by Krishnanagar Municipality said Developer duly completed the construction of the said G+4 storied building known as "SASHIKIRAN ABASAN" (hereinafter referred to as the said building) upon the said Property being land measuring about Decimals be the same little more or less as per physical measurement comprised in Mouza- Gobindasarak, J.L. No- 94, Touzi No-7, appertaining to R.S. Khatian Nos. 361, L.R Khatian No. 364 under R.S Dag Nos. 914, L.R Dag No. 1070, R.S. 915, L.R. 1071, R.S. 917, L.R. 1073 being Holding No. 40 & 01, R.N. Tagore and Ram Say Road , under P.S. Kotwali, Ward No. 20, within the local limits of Krishnanagar Municipality, District Nadia.*

***p. Acceptance & Consideration:-** the said Developer while seized possessed and other wise well sufficiently entitled to the said building, the Purchaser*

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herein have approached the Developer to Purchase a flat in the said building and the Developer has agreed to sell and transfer ALL THAT Flat being No-..... on the Floor, side, measuring sq.ft. built up area equivalent to sq.ft. super built up area more or less in the building known as "SASHIKIRAN ABASAN" (hereinafter referred to as the said flat) (the details whereof have been mentioned in the SECOND SCHEDULE written herein below) together with undivided proportionate impartible share or interest of the land(the details whereof have been mentioned in the FIRST SCHEDULE written herein below) along with undivided proportionate impartible share of common areas, facilities, amenities etc. of the said building and the said premises, (the details whereof have been mentioned in the THIRD SCHEDULE written herein below) for total consideration of a sum of Rs.00/- (Rupees) only which the Developer has agreed on the following terms and conditions: and the said above developers made an unregistered sale agreement with for sale with the above named purchaser and the developers received earnest money Rupees00/- (.....) only and Rs.00/- by bank Draft No. date

NOW THIS INDENTURE WITNESSETH: -

That in pursuance of the said agreement and rest consideration of a sum of Rs.....0/- (Rupees) Only paid by the purchaser to the Developer dated on this day by a Bank Draft from Bank Krishnagar Branch, or before the execution of these presents (the receipt of the which the Developer both hereby admit and acknowledge of and from the same and every part thereof and the Vendors and Developer do hereby acquit, release and discharge the said Purchaser and the said flat hereby sold) the Vendors and the Developer do hereby sell, transfer, grant, convey, assign

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and assure unto and to the use of the said Purchaser free from all encumbrances the said flat being ALL THAT Flat being No. on the Third Floor, South side, measuring sq.ft. built up area equivalent to sq.ft. Super built up area more or less in the building known as "SASHIKIRAN ABASAN" (the details whereof have been mentioned in the SECOND SCHEDULE written herein below) also shown in the plan annexed herewith marked with RED border, together with undivided, proportionate, imparitable share or interest of ALL THAT piece and parcel of land measuring about Decimals be the same little more or less as per physical measurement comprised in Mouza-....., J.L. No-....., Touzi No-....., appertaining to R.S. Khatian Nos. L.R Khatian No., under R.S Dag Nos. 3....., L.R Dag No., being Holding No.,Lane, under P.S. Kotwali, Ward No. 20, within the local limits of Krishnanagar Municipality, District Nadia (the details whereof have been mentioned in the FIRST SCHEDULE written herein below) TOGETHER WITH undivided proportionate and imparitable share in the said premises, (the details whereof are mentioned in the THIRD SCHEDULE writ-ten herein below);

AND TO ENTER UPON AND TO HAVE AND TO HOLD, OWN AND POSSESS the same to the unto and to the use of the Purchaser, absolutely and forever free from all encumbrances, litigation, attachment, lis-pendens, third party interest, lien and charges etc. whatsoever subject to the conditions laid down hereunder. The Said vendors and Developer do hereby covenant with the purchaser as follows:-

a) That the interest which the vendors and Developer do hereby profess to

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- grant, convey, sell, transfer, assign and assure do subsist and that the vendors have good right, full power, absolute authority and sufficient title of the said flat hereby granted, sold, trans-ferred, conveyed, assigned and assured in the manner aforesaid;*
- b) That the purchaser shall and will at all times hereinafter be entitled to use, go, pass along with others the common entrance of the said building and stairs of the said build-ing on the said premises;*
- c) That vendors and Developer shall always at all times and at the cost of the Purchaser make, do and register and cause to be made, done and registered all such further Deed/ Deeds as shall be reasonably required for perfecting this Deed and transfer of said flat hereby done as aforesaid;*
- d) The Purchaser shall and may all times hereafter peaceably and quietly possess hold enjoy the said flat exclusively without interruption, obstruction, claim and demand from the Vendors or their heirs, executors or any of them or any person or persons lawfully or equitably claiming under or in trust for the Vendors and the Developer;*
- e) The Developer shall keep harmless and indemnify the purchaser of and from and against all former and other estates, titles, lines, charges, encumbrances, litigation what so ever created, made, executed or suffered by the Vendors or the Developer or any person or persons lawfully or equitably claiming under or in trust for the Vendors and Developer;*
- f) The Developer Shall be liable to Pay all Municipal rates, taxes, arrears and other dues including the fees related to maintenance of the said flat wholly and proportionately with respect to the date of execution in the FOURTH SCHEDULE written hereunder;*
- g) The Vendors and Developer hereby indemnify the Purchaser that in case of fraudulent transaction or third party interest created by the Purchaser for*

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all loss and damage for the above.

h) The Vendors and Developer hereby declared that they have never executed any prior charge or document with respect to the said flat i.e. ALL THAT Flat being No. on the Third Floor, South side, measuring sq.ft. built up area equivalent to sq.ft super built up area more or less in the building known as "SASHIKIRAN ABASAN".

The said Purchaser doth hereby covenants with the Developer as follows:-

- a) Co-Operate with the holders and/or occupiers of the other units/apartments/ flats and portions in the said building and co-operate with the agency for the managemnt and maintenance of the said building and in all other matters relating to the apartment holders/ flat/unit holders so to be formed for the purpose of the care taking and management of the said building;*
- b) Observe and perform the rules framed and followed from time to time and remaining in force for the use enjoyment and management of the said building including the common areas and the respective installation;*
- c) Pay and bear common expenses and other outgoing in respect of the common area and portion of the said premises proportionately; the details whereof are mentioned in the Fourth Schedule written herein below.*
- d) Pay Municipal and water taxes and all surcharges/ taxes levied in respect of the said flat wholly and in respect of common area and portion of the said premises proportion-ately, the details whereof have been mentioned in the Fourth Schedule written herein below;*
- e) The rights of the Purchaser remain restricted to the proportionate and undivided share in the land of the said premises but the Purchaser shall in the land of the said premises but the Purchaser shall not claim any right in respect of the opens space, open areas and other portions of the land and/ or*

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other portions in the building apart from the common areas as mentioned in the second Schedule written hereunder.

f) The roof of the building shall be common to all of the flat owners and the Purchaser.

g) In the event of an Association of the flat owners so to be formed by the Purchaser of all the other flats in the said premises/building, the powers and authorities of the Association so to be formed by all the Purchaser of the said building, the Purchaser herein shall be the member of the said Association to be formed and follow the rules and regulations of the said Association.

From the date hereof the Purchaser shall not;

a) Use the said flat any other purpose except for residential purpose only.

b) Use the said flat for any illegal and immoral purposes.

c) Use the common areas for storage of any materials belonging to them and shall not create any nuisance on the common areas and portion of the said premises and building.

d) Store or throw any garbage on the common areas and portions.

e) Store any combustible or highly inflammable articles in the said flat or any other place in the common areas.

f) use and occupy any areas of the common areas and portion and roof of the building/ said premises solely, which will be used as common for all the unit/ flat holder/s.

THE FIRST SCHEDULE ABOVE REFERRED TO :-

(Description of said Property-A)

ALL THAT piece and parcel of land measuring about Decimals be the same a little more or less together with a G+4 storied building standing thereon comprised in Mouza-Krishnanagar, J.L. No-94, Touzi No-7, appertaining to R.S. Khatian Nos., L.R Khatian No. 4.....

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under R.S Dag Nos., L.R Dag No.being Old Holding No-.....,Lane, under P.S. Kotwali, Ward No. 20, within the local limits of Krishnanagar Municipality, District Nadia which is butted and bounded as follows:-

On the North:-

On the South:-

On the East:-

On the West:-

THE SECOND SCHEDULE ABOVE REFERRED TO :-

(Description of said flat-)

ALL THAT self contained residential marble flooring Flat being No on theFloor, side, measuring sq.ft. built up area sq.ft. super built up area in the building known as "SASHIKIRAN ABASAN" consisting of Bed Rooms, Drawing-cum-Dining Room, Kitchen, Veranda, Toilet and Upon the said G+4 storied Building lying and situate at Holding No-..... Lane, Under P.S-Kotwali, Ward No- 20, Within the local limits of Krishnanagar Municipality, District Nadia TOGETHER WITH undivided proportionate impertable share or interest of the land, the details whereof have been mentioned in the FIRTS SCHED-ULE written herein above TOGETHER WITH undivided proportionate impertable share in common areas, facilities, amenities etc. of the said building and the said premises, the details whereof have been mentioned in the Plan attached herto and marked with RED border which is butted and Bounded as Follows:-

On the North:-

On the South:-

On the East:-

On the West:-

THE THIRD SCHEDULE ABOVE REFERRED TO :-

(Common Areas and Facilities)

1. Boundary Walls, Main Entrance and Gate, Common Passage, Corridor, lobbies, Path-ways, Landing on all Floors, outer walls, Septic Tank, Space on both side.
2. Drainage, Sewerage, connections, evacuation pipes from each flat and connection/ pipes from the building to Municipal Duct etc. rain water pipes.
3. Main water pipes, overhead and underground water reservoir, Surrounding Drains the Building, water pump with motor.
4. Open space surrounding the building, staircase, ultimate roof.
5. Electrical Wiring, fixture and fittings for lighting staircase, lobby common areas, com-mon meter and common switch.
6. All other fixture, fitting, protions, area and part utilities to be enjoyed and used in common by all the owners and occupiers of the building.
7. Lift & Lift Room.
8. Community Hall for all the flat owners for the common purpose.
9. Common Garage for Two Wheelers.

THE FOURTH SCHEDULE ABOVE REFERRED TO :-

(Common Expenses)

1. Maintaining, Repairing, Re-building, Replacement of any portion of Main Building or other common portion, pump, Electricity, Main Gate, Passages, Staircase, Landing, Lob-bies.

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2. *Decorating, Painting, white washing of the exterior part of the Building and Main Entrance etc.*
3. *Cleaning and lighting of common portions including Drain, Water Tank, Water connections, plumbing connection septic Tank.*
4. *Municipal Rates and Taxes, impositions, levies, Ground Rent, electric Charges, maintenance of Motor pump.*
5. *Such other expenses as may be necessary or incidental to the above expenses for the purpose of common enjoyment.*

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day month and year first above written.

SIGNED SEALED AND DELIVERED

As Constituted Attorneys of

.....

by the VENDORS:-

1.

2.

Signature

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SASHIKIRAN ABASAN

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SIGNATURE OF
PARTNER OF SASHIKIRAN ABASAN

SIGNED SEALED AND DELIVERED SIGNATURE OFPARTNER OF
by the DEVELOPER:- SASHIKIRAN ABASAN

..... DEVELOPER

Witnesses:

1.

2.

Drafted as per introduction by partis

Sri Sutirtha Sarkar

Krishnagar, Nadia

Typed by me

Bhaskar Paul

Krishnagar, Nadia.