

Draft Deed of Conveyance of BASUNDHARA-II

DEED OF CONVEYANCE

Valued at Rs.

(Rupees) Only

THIS DEED OF CONVEYANCE is made on this the day of July, 2019 (Two Thousand and Nineteen) as per CHRISTIAN ERA.

BETWEEN

SMT. PUTUL BERA(PAN no. AJQPB6740F), Wife of Sri Sanat Kumar Bera, by Nationality- Indian, by Religion - Hindu, by Occupation - Service, residing at: 35, Ekford Road, (Mather Bagan), P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata 700115, hereinafter called and referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, legal heirs, executors, administrators, successors, legal representative's and/or assigns) of the **FIRST PART**.

The Vendor hereof hereby represented by his constituted and lawful Attorney:-

"M/s. PIONEER DEVELOPER" a Partnership firm having its present place of Business at 46/A, Patuatala Lane, "BIMALA APARTMENT", P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN no. AANFP6542R** hereby represented by its Partners namely:

(1) SRI BISWANATH DAS (PAN no. AFDPD5167P), S/o. Late Narayan Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(2) SRI ARUN KUMAR JANA (PAN no. AGLPJ4226G), Son of Late Sudhir Kumar Jana, by Nationality-Indian, by Religion-Hindu, by occupation-Business,

residing at: N.S.D. Ghat Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115,

(3) SRI SUBHANKAR BISWAS (PAN no. ALCPB4228Q), Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, by virtue of a Registered Development Power of Attorney, being no. 152404608, which was executed and registered on 12.08.2016 by the Vendor hereof at the office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was recorded in Book No. I, Vol No. 1524-2016, Pages from 141668 to 141685, being no. 152404608, for the year 2016.

AND

"M/s. PIONEER DEVELOPER" a Partnership firm having its present place of Business at 46/A, Patuatala Lane, "BIMALA APARTMENT", P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN no. AANFP6542R** hereby represented by its Partners namely:

(1) SRI BISWANATH DAS, S/o. Late Narayan Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(2) SRI ARUN KUMAR JANA, S/o. Late Sudhir Kumar Jana, by Nationality - Indian, by Religion - Hindu, by occupation- Business, residing at: N.S.D. Ghat Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) SRI SUBHANKAR BISWAS, S/o. Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-Office, legal representatives and/or assigns) of the **SECOND PART.**

AND

[If the purchaser is a company]

_____, (CIN no.) a company incorporated under the provisions of the Companies Act, [1956. Or the Companies Act, 2013 as the case may be], having its registered office at _____

(PAN _____), represented by its authorized signatory, duly authorized vide board resolution dated _____, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

[OR]

[If the purchaser is a Partnership Firm]

_____ A partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (PAN), represented by its authorized partner duly authorized vide hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the purchaser is a Individual]

Mr./Ms. _____ son/ daughter of aged about residing at _____, (PAN _____) hereinafter called the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor-in-interest and permitted assigns).

[OR]

[If the PURCHASER is a HUF]

Mr. _____, son of _____ aged about for self and as the Karta of the Hindu Joint Mitakashara Family Known as HUF, having its place of business/ residence at _____ (PAN _____), hereinafter to as the "PURCHASER " (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean

the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

WHEREAS One Smt. Nila Rani Sarkar since deceased was the recorded Owner in respect of land measuring more or less 06 Cotthas lying and situated within the jurisdiction of Panihati Municipality, Police Station-Khardah, District North 24 Parganas, Mouza-Sukhchar, J.L. No.-9, Re. Su. no.-14, Touzi no.-156, appertaining to R.S. Dag no.-3134, R.S. Khatian no. 112 under A.D.S.R. Office at Sodepur, (formerly it was under Barrackpore).

AND WHEREAS after the demise of said Nila Rani Sarkar, her two sons by name Sri Sudhangshu Sarkar & Sri Anil Sarkar and only daughter Smt. Rekha Rani Pal jointly became the Owners of the aforesaid land according to the Hindu Succession Act, and by the law of inheritance all the legal heirs and successors of said deceased jointly became the owners in equal undivided shares.

AND WHEREAS by a Deed of Conveyance dated 16th December, 1991 above named Sri Sudhangshu Sarkar, Sri Anil Sarkar and Smt. Rekha Rani Pal jointly gifted and transferred their above inherited land through a Deed of Gift made between Sri Sudhangshu Sarkar, Sri Anil Sarkar and Smt. Rekha Rani Pal jointly therein referred to as the Donor and Smt. Dipika Sarkar therein referred to as the Donee and registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas in Book I, Vol. No. 137, Pages from 257 to 266, Being No. 7164, for the year 1991 whereby the Donors absolutely transferred and gifted to the Donee All That land measuring 06 Cottahs.

AND WHEREAS By a Deed of Gift dated 20th February, 1992 made between said Smt. Dipika Sarkar, wife of Sri Sudhangshu Sarkar therein referred to as the Donor in one part and her son Sri Sudip Sarkar (son of Sri Sudhangshu Sarkar) therein referred to as the Donee in other part registered in the Office of the Additional District Sub-Registrar, Barrackpore, District North 24 Parganas in Book I, Vol. No. 22, Pages from 251 to 258, Being No. 1023 for the year 1992 whereby the Donor had gifted and Transferred the property therein mentioned absolutely to the Donee in respect of All That land measuring 6 Cottahs.

AND WHEREAS By an Indenture, dated 23rd November 2007 made between said Sri Sudip Sarkar (Son of Sri Sudhangshu Sarkar) therein referred to as the Vendor in one part and Smt. Putul Bera, Wife of Sri Sanat Kumar Bera therein referred to as the Purchaser in other part registered in the Office of the Additional District Sub-Registrar Office at Barrackpore, District North 24 Parganas in Book I, Vol. No. 147, Being No. 5565 for the year 2007 whereby the Vendor for the consideration therein mentioned absolutely transferred and conveyed to the Purchaser All That land measuring 6 Cottahs lying and situated within the Jurisdiction of Panihati Municipality, Police Station-Khardah, District-North 24 Parganas, Mouza-Sukhchar, J.L. No. 9, Re. Su. no. 14, Touzi no. 156, appertaining to R.S. Dag no.-3134, R.S. Khatian no.-112, under A.D.S.R. Office at Sodepur, (formerly it was under Barrackpore).

AND WHEREAS The said Smt. Putul Bera by virtue of the aforesaid Deed of Sale became the absolute owner of land measuring 6 Cottahs lying and situated within the jurisdiction of Panihati Municipality, Police Station-Khardah, District-North 24 Parganas, Mouza-Sukchar, J.L. No. 9, Re. Su no. 14. Touzi no. 156, appertaining to R.S. Dag no. 3134, R.S. Khatian no. 112, under A.D.S.R. Office at Sodepur, hereinafter referred to as the said land and no one else has any right title interest in the Said Land.

AND WHEREAS The Owner do hereby indemnify that she is now lawfully and absolutely seized, possessed and hold the title of the land measuring 6 Cottahs more or less, within the Mouza-Sukchar, corresponding to municipal holding number 70, Dr. Gopal Chatterjee Road, under Panihati Municipality in the District of 24 Parganas North, Kolkata-700115, morefully described in the First Schedule herein below.

AND WHEREAS the Owner also indemnify that she have good marketable title of the said land and the said land is free from all encumbrances, charges, liens, acquisitions, vesting by Government under any Act, lispendences, attachment whatsoever or otherwise well and sufficiently entitled to the entirety of the said

premise and have been possessing and enjoying the said landed property by exercising all her right of ownership over the said landed property and she thus legally entitled to the said property and as absolute owner paying the relevant rent taxes regularly.

AND WHEREAS the Vendor is desirous of developing and completing the construction of the said premises in accordance with the plan sanctioned by the Panihati Municipality and look for a responsible and reputed Developer/Promoter who will be able to develop the properties in conjunction with the Vendor.

AND WHEREAS on **12.08.2016** the Vendor hereof have entered into a Registered Development Agreement, being no. 152404569 which was executed and Registered at the Office of A.D.S.R. Sodepur, North 24 Parganas and the same was recorded in Book no. I, Volume No. 1524-2016, pages from 137703 to 137734, being no. 152404569, for the year 2016, with the Developer herein above for the construction of a proposed building (G+4) comprising of several Flats, Shops, & Garrages upon the said property and also executed a Registered Power of Attorney for Development in favour of the Developer herein on **12.08.2016** under the terms and condition as contained therein.

AND WHEREAS in pursuance of the said Development Agreement and the said Power of Attorney for Development the developer has been constructing a multistoreyed building consisting of several flats, shops & Garages in accordance with the building plan sanctioned by the Panihati Municipality, **Vide Plan No. 714, dated 31.01.2017, subsequently revised sanction Plan vide no. 62, dated 05.05.2018.**

AND WHEREAS thereafter in compliance with the said building plan and inconformity with the other terms and conditions the said Firm by its own fund and by deploying its own Architect and Engineers have completed a (G+4) Multi Storied Building thereon commonly known as "**BASUNDHARA-II**" comprising with several Flats, Shop rooms & Garages which are all lying ready for immediate transfer in favour of the intending Purchaser.

AND WHEREAS the Purchasers after being satisfied about the title of the Owner/Vendor and the sanctioned building plan by the concerned Panihati Municipality and construction of the proposed Ground Plus Four Storied building on the land of Schedule "A" property has approached the Vendor/Developer for purchasing a **Flat being No. "....."**, on the **Floor**, measuring more or less **Sq.ft.** super built up area into and out of the building popularly known as "**BASUNDHARA-II**".

AND WHEREAS the Vendor/Developer agreed to sell and the Purchaser agreed to purchase the **Flat being No. "....."**, on the **Floor** measuring more or less **Sq.ft.** super built up area TOGETHERWITH undivided proportionate share and/ or interest of the land underneath of the building, completed as per specification hereinafter referred to as the said Flat of the Building under construction 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 Developers and the Vendee/s/Purchaser/s hereof on **A.D.** it was agreed interalia by and between the parties that the Purchaser would purchased the "B" Schedule property hereof together with 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 out of the said consideration a sum of **Rs. (Rupees)** Only was paid as and by way of earnest/booking money by the Purchaser/s unto the Vendor and the Developers/Confirming Party on the day of execution of the said agreement and the Confirming Party have been proper authority to given by the Vendor, acknowledged the receipt there against vide the said instrument.

AND WHEREAS the Purchasers by installments has paid the total consideration money for the said flat amounting to **Rs. (Rupees)** Only to the Vendors/Developer which the Vendors/Developer have duly received and acknowledge.

AND WHEREAS the Vendors has agreed to sell, convey and transfer unto the Vendee/s all that the Self-contained **Flat** being schedule "B" hereunder together with 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** together with all the power, to sell, transfer, mortgage, lease, assign, charge, etc in respect of the said **Flat** and as 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 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 Owner'/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 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.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the entire property)

ALL THAT the piece and parcel of land measuring more or less **6Cottahs** of land classified as "**BASTU**" together with a residential structure standing thereon within **Mouza-Sukchar**, J.L. No. 9, Re.Su. No. 14, Touzi No. 156, Comprised and Contained in **R.S. Dag No. 3134**, under R.S. Khatian No. 112, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, within the local limits of Panihati Municipality, bearing Holding No. 70, Dr. Gopal Chatterjee Road, under Ward No. 2, on which the Multistoreyed building namely "**BASUNDHARA-II**" has been constructed.

BUTTED AND BOUNDED BY

On the North : Dag no. 3137.

On the South : 12ft. Wide common passage leading
to the Dr. Gopal Chatterjee Road.

On the East : H/O. Smt. Dipika Sarkar.

On the West : 6ft. Wide common passage.

SCHEDULE "B" ABOVE REFERRED TO

(Description of the Flat)

ALL THATa 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 Room, Dining-cum-Drawing Room, Kitchen, Toilet, W.C. and Verandah/Balcony with **Floor Tiles** Flooring within the building "**BASUNDHARA-II**" (G+4) 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

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. Main gate, all open space, Electrical Main line meter & meter room, common submersible pump and Plumbing installations, water pump, Drainage sewers and rain water pipes, septic Tank, underground reservoir & overhead tank.
3. Common Stair and lobbies, Lift & Lift room, 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 THEPURCHASERS AND OTHER

FLAT OWNERS ON

PRO-RATA BASIS.

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors and other appliances and passages in or under or upon the building and enjoyed or used by the purchaser in common

with the other occupiers of the flats and the main entrance passage landing, staircase of the building enjoyed by the purchaser or used by his/her/their in common as aforesaid and the boundary walls of the building, compound, terraces etc.

2. Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the purchasers in common as aforesaid.
3. Cost of maintenance and decorating the exteriors of the building.
4. Cost of working and maintenance of light and service charges.
5. Municipal rates and taxes, save those separately assessed for flat.
6. Premium for insurance of the building .
7. Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
8. The office expenses incurred of maintaining the office for common purpose.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands hereunto without any provocation in sound state of health and mind out of their 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/s/vendee/s the total consideration 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.

MR'S PIONEER DEVELOPER
Pioneer Nat. Dev.
Partner