

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this the _____ day _____
2025 (Two Thousand and twenty-five) of the Christian era

BETWEEN

PABAN DUTTA, having PAN – AFUPD9564M, EPIC No.-
WB/13/088/630093, son of Late Nagendra Dutta, by Nationality -
Indian,

by Faith - Hindu , by Occupation - Business , residing at 283/4 Ashoknagar , P.O. & P.S. - Ashoknagar , District - North 24 Parganas , PIN - 743222 , in the State of West Bengal, hereinafter referred to as the **VENDOR** (which term expression shall unless excluded by or repugnant for the context be deemed to mean and include his heirs, executors, successors administrators, legal representatives and assigns) of the **FIRST PART**.

AND

SAI CONSTRUCTION PAN - AFUPD9564M, a Proprietorship Concern of Builder and Developer having its office address at 696/1, P.O. & P.S. - Ashoknagar , District - North 24 Parganas , PIN - 743222 , represented by its Sole Proprietor PABAN DUTTA, having PAN – AFUPD9564M, EPIC No- WB/13/088/630093, son of Late Nagendra Dutta, by Nationality-Indian, by Faith - Hindu , by Occupation – Business , residing at 283/4 Ashoknagar , P.O. & P.S. - Ashoknagar , District - North 24 Parganas , PIN - 743222 , in the State of West Bengal, , hereinafter referred to and called as the ‘**DEVELOPER**’ (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Proprietor for the time being in force and its office bearers, next to successors in its office for the time being in force and assigns) of the **SECOND PART**.

AND

..... , having PAN – , EPIC No.–..... , son / daughter / wife of ..., by Nationality - Indian, by Faith -Hindu, by occupation, residing at, Post Office- , Police Station– District....., Pin code - , in the State of West Bengal, hereinafter referred to as the **PURCHASER(S)** (which term expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her /their respective heirs, executors,

successors, administrators, legal representatives and assigns) of the **THIRD PART** .

WHEREAS after the partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control. The Govt. of West Bengal offered all facilities to such persons for residence in West Bengal. Such people were compelled by circumstances to use vacant lands in the urban area for homestead purpose, one Sabita Neogi, being refugees displaced from East Pakistan now Bangladesh approached the Govt. of West Bengal for a plot of land for her rehabilitation. The Govt. of West Bengal with the intent to rehabilitate the refugees from East Pakistan now Bangladesh under the provisions of L.D.P. Act 1948/L.A. Act I of 1894 including the plot now in occupation of one Sabita Neogi, W/o Late Aswani Neogi. It has been decided by the Govt. to make a Gift of ALL THAT piece and parcel of 'BASTU' land measuring an area of 05 Cottah be the same a little more or less out of 06.50 Cottah of land which is lying and situated at Mouza – SHERPUR, J. L. No. 69, Re. Su. No. - 203, Touzi No. - 2011, comprised in C.S. Dag No. - 1091, appertaining to R.S. Khatian No. - 3, L.O.P. No. – 696/1 under P.S. - Habra, within the local limits of Ashokenagar – Kalyangarh Municipality, under Ward No. - 12 in the District of North 24 Parganas by virtue of a Free Hold Title Deed being No. - 791 on 06/10/1988, registered at A.D.R. Barasat, recorded in Book No. I, Volume No. 07, pages from 161 to 164 from Refuge Relief and Rehabilitation Department, Govt. of West Bengal as refugee and had every right, title, interest and in physical possession over the said property which is free from all encumbrances and said Sabita Neogi got mutated her name in the present L.R. Khatian No. - 1294 (in the name of Sabita Neogi), comprised in R.S. & L.R. Dag No. - 1091, area of land 11 Decimals out of 11 decimals with a proportionate ratio 10000 and also got mutated her name in the office of Ashoknagar -Kalyangarh Municipality under Ward No. - 12 in Holding No. - 12/255/7 at Jirat Road.

AND WHEREAS while said Sabita Neogi had been possessing and occupying the aforesaid gifted property without any interruption of other, she decided to settle her aforesaid property among her brother, accordingly said Sabita Neogi made, prepared, executed and registered a Deed of Gift which registered at A.D.S.R. Guma recorded in Book No. I, Volume No. 39 pages from 149 to 154 being Deed No. – 2155 for the year 2004 in favour of her brother Shyamal Kumar Neogi. Accordingly, Shyamal Kumar Neogi got ALL THAT piece and parcel of Bastu land admeasuring measuring an area 06.50 Cottah more or less together with Single -Storied Cement Flooring Pucca Building measuring 600 Sq.Ft. Standing thereon together with all easements rights appertaining thereto lying and situated at Mouza – Sherpur, J.L. No. - 69, R.S. No. - 203, Touzi No. - 2011, comprised and contained in R.S. & L.R. Dag No. – 1091, under L.R. Khatian No. – 1294 in the name of Sabita Neogi, within the local limit of Ashoknagar -Kalyangarh Municipality, under Ward No. - 12, Holding No. - 12/255/7 on Jirat Road, L.O.P. No. – 696/1, P.O. – Ashoknagar, P.S. – Ashoknagar, PIN - 743222, Additional District Sub. - Register at Guma, in the District - North 24 Parganas.

AND WHEREAS while said Shyamal Kumar Neogi had been enjoying and possessing the aforesaid gifted Landed Property he got mutated his name in the present L.R. Khatian No. - 1294 (in the name of Shyamal Kumar Neogi), comprised in R.S. & L.R. Dag No. - 2145, area of land 11 Decimals out of 11 decimals with a proportionate ratio 10000 and also got mutated his name in the office of Ashoknagar -Kalyangarh Municipality under Ward No. - 12 in Holding No. - 12/297/92 at Jirat Road.

AND WHEREAS said Shyamal Kumar Neogi had decided to sell out aforesaid Landed property. Accordingly, the present Vendor purchased ALL THAT piece and parcel of Bastu land admeasuring measuring an area 06.50 Cottah more or less together with Single -Storied Cement Flooring Pucca Building measuring 600 Sq.Ft. Standing thereon together with all easements rights appertaining thereto lying and situated at Mouza – Sherpur, J.L. No. - 69, R.S. No. - 203, Touzi No. - 2011, comprised and contained in R.S. & L.R. Dag No. – 1091, under L.R. Khatian No. – 1294 in the name of Shyamal Kumar Neogi, within the local limit of

Ashoknagar -Kalyangarh Municipality, under Ward No. - 12, Holding No. - 12/297/92 on Jirat Road, L. O.P. No. - 696/1, P.O. – Ashoknagar, P.S. – Ashoknagar, PIN - 743222, Additional District Sub. -Register at Guma, in the District - North 24 Parganas, which is morefully and particularly mentioned and described in the First Schedule of Property hereunder written from his predecessors in title Shyamal Kumar Neogi son of Late Abani Kumar Neogi by a Registered Deed of Conveyance dated the 01/03/2024 and registered before the District Sub. -Registrar -I, North 24 Parganas, Barasat recorded in Book No. – 1, Volume No. – 1501 -2024 Pages from 35797 to 35821 Being No. - 150101553 for the year 2024.

AND WHEREAS since after got by virtue of purchase, the present Vendor is the absolute owner, possessor and occupier of ALL THAT piece and parcel of Bastu land admeasuring measuring an area 06.50 Cottah more or less together with Single -Storied Cement Flooring Pucca Building measuring 600 Sq.Ft. Standing thereon together with all easements rights appertaining thereto lying and situated at Mouza – Sherpur, J.L. No. - 69, R.S. No. - 203, Touzi No. - 2011, comprised and contained in R.S. & L.R. Dag No. – 1091, under L.R. Khatian No. – 1294 in the name of Shyamal Kumar Neogi, within the local limit of Ashoknagar -Kalyangarh Municipality, under Ward No. - 12, Holding No. - 12/297/92 on Jirat Road, L.O.P. No. - 696/1, P.O. – Ashoknagar, P.S. – Ashoknagar, PIN - 743222, Additional District Sub. -Register at Guma, in the District - North 24 Parganas, which is morefully and particularly mentioned and described in the First Schedule of Property hereunder written.

AND WHEREAS the Vendor herein with the intention of developing the said Land described in the First Schedule hereunder written by constructing G+IV storied Building on it and approached to “**SAI CONSTRUCTION**” the Developer herein to do the constructional work at its own cost, experience and supervisions. On hearing such intention of the Land Owner , the Developer herein accepted the approaches of the Land Owner and for such development of the aforesaid plot of Land by raising construction of multi storied building and the Vendor herein specifically granted right to the Developer to enter into an Agreement for Sale of Flat and Spaces and/or portion/of the building and authorized the Developer to sell and transfer all the Flats, Spaces and/or Portion of the building and enter into all contracts and agreements in connection therewith to any intending Purchasers or Purchaser/s jointly with the Land Owner. DEVELOPER obtained Sanction Building Plan No. **SWS-**

OBPAS/2101/2025/0110 dated **08-05-2025** of the proposed Building from Ashoknagar - Kalyangarh Municipality and started construction upon the “afore said Property” which is morefully and particularly mentioned hereunder in FIRST SCHEDULE.

AND WHEREAS after proper completion of the proposed Multi Storied Building on the “aforesaid Land” as per specification and sanction of the Building Plan. **AND WHEREAS** the DEVELOPER recently is being desirous to sell Residential Flats/Garages/Shops among the various intending buyers at a proposed consideration Price as per present Market Value and the DEVELOPER has every right to sell , gift, transfer the constructing units are going to complete within the stipulated time and was in search of a prospective buyer who could purchase the same at the said price. **AND WHEREAS** the Purchaser having coming to hear out such desire of the VENDOR/DEVELOPER/OR BOTH from reliable sources approached the VENDOR/DEVELOPER/OR BOTH and made a proposal to purchase one Residential Flats/Garages/Shops as fully described in the Second Schedule of Property hereunder written and offered to pay total consideration of Rs...../- (Rupees only) being agreed as the fair and reasonable market value of the ‘Said Unit ’.

AND WHEREAS the Developer/vendor having intension to sale the flat under construction proportionate interest in the said land, the purchaser has offered to purchase one flat No ____, on the _____ Floor, measuring super built-up area _____ sq. ft approx be the same a little more or less (Covered area + proportionate share of stair case, lobby, lift +25 % service area) free from all encumbrances.

AND WHEREAS the OWNER and PURCHASER herein decided and declared to sell flat being **No 1-**, on the **Floor**, measuring **carpet area 000 sq. ft. approx (super built-up area 000 Sq.Ft)** be the same a little more or less consisting of 2 Bed room 1 Kitchen, 2 Toilet, 1 dining Cum Living room and 1 Balcony with undivided proportionate share of land underneath the building “**GOKUL APPARTMENT**” along with all common portions and facilities of the building and knowing the proposal of declaration from reliable source the purchasers took inspection of all relevant papers & documents and being satisfied themselves regarding the title of the vendor in respect of a the schedule property and intend to purchase the said flat as mentioned above, more fully described in the **schedule-‘B’** hereunder written along with undivided proportionate share of the land underneath the building together with common areas and facilities thereto,

at or for the consideration of **Rs- _____/- (Rupees)** Only wherein the OWNER agreed to sell the said flat to the purchaser at the same consideration.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the full price or consideration **Rs- _____/- (Rupees)** ONLY well and truly paid by the purchasers to the Owner on or before the execution of these presents as agreed by and between the parties hereto (the receipt whereof the developer here by as well as by the receipt hereunder admit and acknowledge and of and from the same and every part thereof the Owner & developer both hereby acquit, discharge, release and exonerate and for ever discharge the said Purchasers as well as the flat with proportionate undivided share of the land together with the common areas and facilities and amenities relating to the said flat hereby conveyed) the owner & developer both hereby indefeasibly and absolutely grant, convey assure, sell and transfer and assign unto and to the use of the purchasers.

ALL THAT the said flat together with undivided proportionate share of the said land and common areas and facilities and amenities thereto relating to the said Flat, particularly mentioned and described in the **schedule- 'B'** hereunder written as delineated in the plan annexed here within OR HOWSOEVER OTHERWISE the said flat is hereby transferred or any part thereof, situated, butted, bounded, called, known numbered, described or distinguished TOGETHER WITH the proportionate undivided share of right title terrace, stair cases, drains paths, passages etc. and the other common areas and facilities with the right of user of the overhead and the underground tanks/reservoirs, light, motor pump, gangways, liberties, benefits, privileges, easement etc. and upon the said flat and ALL THAT the estate right title and interest claim and demand whatsoever both at law and in equity if the Owner and developer and upon into and upon the said flat is every part thereof AND all deed monuments, writings and evidence of title whatsoever in anyway exclusively relating to or concerning with the said land hereditaments flat and premises or any part thereof which now are or hereafter shall or may be in the custody, power, possession and control of the Owner and developer TOGETHERWITH the benefits of all covenants relating to any deed or monuments of the title whatsoever in any way relating to the said land or any part thereof TO HAVE AND HOLD the said flat as per **schedule- 'B'** below and every part thereof hereby granted, sold, conveyed and transferred unto and to the use of the purchaser hereto absolutely and for ever and own and possesses the same by the purchaser their heirs, executors, administrators, representatives and assigns.

AND THAT NOTWITHSTANDING any act deed or things hereto before done executed or knowingly suffered to the contrary and the owner/vendor & developer are now lawfully seized and possessed of the said building with the said flat free from all encumbrances attachments of defect in the title whatsoever in nature and that the owner/vendor & developer have full power and absolute authority to grant convey, sell, transfer and assign the said flat in the manner aforesaid and the purchasers shall and may at all-time hereafter peacefully and quietly possess and enjoy the said flat and receive the rent issues and profits thereof the said flat hereby conveyed without lawfully interruption, claim or demand whatsoever by the owner and developer or any person or persons lawfully or equitably claiming from under in trust for the said owner and developer the successors in interest and assigns covenant with the purchaser their heirs, executors, administrators, legal representative and assigns to save harmless indemnify and keep indemnified the purchaser their heirs, executors, administrators, legal representative and assigns from or against all encumbrances charges whatsoever the owner and developer and the successors-in-interest claiming through or under them or in trust shall at all times hereafter at the request and cost of the purchasers or their heir and successors claiming through or under the said owner and developer or trust shall at all times hereafter the request and cost of the purchasers or their heirs and successors claiming through or under the owner and developer or in trust do and execute or cause to be done and executed all such further acts, deeds and things whatsoever as may be reasonably required for further and more perfectly required for further and more perfectly conveying assuring the said flat and every part there of unto and to the use of the purchaser.

THE OWNER AND THE PURCHASERS DO HEREBY COVENANT HERETO as follows:

1. **That the Purchaser** shall and may at all times hereafter peaceably and quietly possess and enjoy the said flat with common areas, facilities and that Purchaser being the absolute owner of the said flat shall have all right to sell, transfer, mortgage and assign the said flat in any manner they like for residential purpose only and the owner & developer hereto shall have no right to give any objection to such transfer.

2. **That the Purchaser** hereto of the said flat shall always be entitled to pass, re-pass and to have ingress, egress to and from the Main Gate of the said building and through and from all common stairs, landings, passages for purpose of going and carrying all luggage's and articles without hampering the building.
3. **That the Purchaser** will and shall maintain in the said flat properly and shall keep the same in good condition so that it may not cause any harm and/or prejudicially effect the other occupiers of the said building.
4. **The Association** will provide supply of water with electric motor pump from the overload reservoir and the purchasers from time to time and at all times, if and when necessary, will pay the consumption charges and be responsible for the due maintenance and for repair and for proper functioning of the same at the proportionate share of cost to be settled and/or determined by the owner's Association, as the case may be.
5. **That the Purchaser** will pay the proportionate share of Municipal Taxes and other Outgoings, If any from the date of taking over possession of the flat and/or from the date of registration of the deed of conveyance of the flat as the case may be unless and until the mutation of the name of the purchasers and the separation of the taxes be made by the purchasers in the **Ashoknagar-Kalyangarh Municipality**.
6. **That the Purchaser** shall pay proportionate share for electric consumption in respect of the common areas of the said building.
7. **That the Purchaser** shall have common rights with the other co-owners over the boundary wall, common passage and space which are common for the purpose of ingress and egress and they can use the roof for installations of T.V/Dish Antenna, cable connection, internet connection.

8. **That the Purchaser** shall always abide by the rules and regulations of the Association/Society formed by the co-owners of the said building and the Purchaser shall pay the proportionate maintenance charges, service taxes and impositions and outgoing to the said Association/Condominium management.
9. **That the Purchaser** shall have the right to creating and maintaining, repair or white washing or painting of the doors and windows or internal portion of the said flat without any obstructions to the other occupants of the said building.
10. **That the Purchaser** also pay their proportionate share of insurance of the said building against earthquake, fire and mob, violence and civil commotion (if any).
11. **That the Purchaser shall** have no right to store any inflammable or nay combustible articles or any other things in the said flat, nor use the said flat for any illegal, immoral and/or for any other purposes save and except residential purpose.
12. **That the Purchaser shall** have no right to store any rubbish or any other things in the staircase nor in the common areas and/or parts causing inconvenience, annoyance, and disturbance to other owners and occupiers of the building.
13. **The Owner will** bound to hand over the Xerox copy of previous deed and relevant papers & documents to the purchaser at the time of execution and registration of this deep of conveyance.
14. **That the Purchaser shall** have the right to effect mutation of their names as the owner of the said flat in the records of Ashoknagar Kalyangarh Municipality and other authorities at their own cost and owner/vendor & developer is entitled to give his consent for the same.

THE SCHEDULE “A” ABOVE REFERRED TO:

(Description of the entire property)

ALL THAT piece and parcel of Bastu land admeasuring measuring an area 11 Decimal equivalent to 06.50 Cottah more or less together with G+4 Storied Building standing thereon together with all easements rights appertaining thereto lying and situated at Mouza – Sherpur , J.L. No. - 69, R.S. No. - 203, Touzi No. - 2011, comprised and contained in R.S. & L.R. Dag No. – 1091, under L.R. Khatian No. – 6170 (in the name of Owner/ Vendor Paban Dutta), within the local limit of Ashoknagar - Kalyangarh Municipality, under Ward No. - 12, Holding No. – 12/297/92 (in the name of Owner/Vendor Paban Dutta), on 8 No. – Chowranghee Jirat Road, L.O.P. No. – 696/1, P.O. – Ashoknagar, P.S. – Ashoknagar, PIN - 743222, Additional District Sub. -Register at Guma, in the District - North 24 Parganas, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto. The Original Landlord Govt. of West Bengal represented by the Collector of the District - North 24 Parganas and It's proportionate annual rent is payable to the Collector of the District - North 24 Parganas is hereby Agreed for Sale in favour of Purchaser by the Vendor which is Butted and Bounded as follows : -

-. BUTTED AND BOUNDED AS UNDER :-

ON THE NORTH	:	L.O.P No. 682/1 & 697/1,
ON THE SOUTH	:	L.O.P No. 695/3,
ON THE EAST	:	40' wide Jirat Road,
ON THE WEST	:	L.O.P No. 6 83/1 & 684/1,

THE SCHEDULE “B” ABOVE REFERRED TO:

(Description of the Apartment and parking)

ALL THAT the Apartment No. With on the
..... Floor of Block -, having carpet
area of Square feet
excluding of balcony area of _____ square feet
(having Super Built Up area Sq. Ft.), more or less,
flooring, at the Project known as
‘.....’, constructed on the premises stated in the Schedule -
A here in above written TOGETHERWITH undivided, impartible
proportionate share of land underneath the said Block TOGETHER WITH
all other easement and common rights over common passages and
common facilities and amenities attached to and available with all other
flats in the building.

-. BUTTED AND BOUNDED AS UNDER :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

PART - II

ALL THAT Parking space purchased with the right to park for
..... (.....) Medium sized car in the
..... Car parking space, admeasuring
(.....) Sq. Ft more or less Super Built Up Area, flooring
....., situate at the of the building,
situate
in the building namely “.....”.

THE SCHEDULE “C” ABOVE REFERRED TO: -

1. Staircases on all the floor.
2. Water reservoir.
3. Common passage and lobbies.
4. Water pump, water tank, water pipe and other plumbing installations.
5. Electric wiring, meter and fittings.
6. Drainage and sewers.
7. Electric submersible pump for water supply to be used commonly.
8. Usages of roof and installation of dish Antenna, Internet Connection.
9. Safety tank.
10. Boundary walls and main gates.
11. Such other common parts, areas, equipment, installation, fixtures, fittings and spaces in or about the said building as are necessary for passage user and occupations of the unit in common.

THE SCHEDULE “D” ABOVE REFERRED TO: -
(Common Expenses)

1. **MAINTENANCE:** All cost for maintaining, operating, replacing, white washing, painting, re-building, re-construction, lighting and renovating the common areas.
2. **OPERATIONAL:** All expenses for running and operating all machinery equipment and installations comprised in the common areas, including pumps, lift and other installations.
3. **STAFFS:** The salaries of and all other expenses on the staff to be employed for the common purpose viz. sweepers, plumbers, electricians etc.
4. **ASSOCIATION:** Establishment, all other expenses of the Association including its formation, office and miscellaneous expenses.
5. **COMMON UTILITIES:** All charges and deposits for supplies of the common utilities to the co-owners in common.
6. **ELECTRICITY:** All charges for the electricity energy consumed for the operation of the common machinery.
7. **LITIGATION:** All litigation incurred for the common purposes and relation to common use and enjoyment of the common areas.
8. **RATES AND TAXES:** Building Tax, Municipal Tax, Water Tax and other levies in respect of the said building complex save those separately assessed on the occupant.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED & DELIVERED

By the parties at

In the presence of: for & as the constituted attorney of Paban Dutta

WITNESSES; -

1)

SIGNATURE OF DEVELOPER

2)

3)

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

RECEIVED On and from the within named Purchasers the within mentioned sum of Rs-
_____/- (Rupees:) only being the earnest or advance money in the manner stated under-

Dated (Rs.)	Bank Name	Cheque No.	Amount
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Total: _____ Rs- _____ /-

(Rupees:) only

SAI CONSTRUCTION
Rabang Surtan
PROPRIETOR

SIGNATURE OF DEVELOPER

DRAFTED BY