

DEED OF CONVEYANCE

District : **PaschimBardhaman**
Mouza : **Shankarpur**
Area of Flat : **Sq. Ft. [Carpet]**
135 Sq. Ft. [Parking]
Flat No :
Sale Value :
Market Value :

K. ASSOCIATES


THIS SALE DEED IS MADE ON THIS THE ___ DAY OF ___,2021

BETWEEN

Smt. RITA LAHIRI [PAN-ACQPL3781K] Wife of Sri Paritosh Lahiri by faith-Hindu, by Occupation-Housewife, by Nationality- Indian, resident of Shankarpur, PS : New Township, Durgapur – 713206, Dist : Paschim Bardhaman, WB

Smt. SARMISTHA DEY (DAS) [PAN – AKTPD0491K] D/o Late Ahindra Nath Das, W/O Sri Dilip Dey, by faith-Hindu, by Occupation-Housewife, by Nationality- Indian, resident of E/12, Sukumar Nagar, PS Coke Oven, Durgapur – 713201, Dist : Paschim Bardhaman, WB

K C ASSOCIATES (PAN No.: AAKFK5269M) a partnership firm having its registered office at Shyam Complex, Benachity, PS : Durgapur, ADSR : Durgapur, PO : Durgapur, District:- Paschim Bardhaman, Pin – 713213, West Bengal, India

AND

K C ASSOCIATES (PAN No.: AAKFK5269M) a partnership firm having its registered office at Shyam Complex, Benachity, PS : Durgapur, ADSR : Durgapur, PO : Durgapur, District:- Paschim Bardhaman, Pin – 713213, West Bengal, India represented by its partners namely

- 1) **MD NASIM KHAN (PAN No. ANHPK8226A)** Son of MD Muslim Khan, by faith Muslim, by Nationality : Indian, by Occupation : Business, resident of A1/2, Ashiyana, Naim Nagar, PO : Durgapur, PS & ADSR : Durgapur, Dist : Paschim Bardhaman, Pin : 713203
- 2) **MANOJ CHOUDHARY (PAN No. AFYPC4626H)** Son of Late Surendra Choudhury, by faith Hindu, by Nationality : Indian, by Occupation : Business, resident of D-3/10, Suniti Chatterjee Path, City Center, PO : Durgapur, PS & ADSR : Durgapur, Dist : Paschim Bardhaman, Pin : 713216
- 3) **PAPIYA MUKHERJEE (PAN No. ALLPM8153A)** wife of Pintu Mukherjee, by faith Hindu, by Nationality : Indian, by Occupation : Business, resident of 10/19, Aurobindo Avenue, A-Zonr, PO : Durgapur, PS & ADSR : Durgapur, Dist : Paschim Bardhaman, Pin : 713204; hereinafter referred to as the **LAND OWNER(S) / VENDOR(S)** Sub-Division & A.D.S.R. Office Durgapur, District Paschim Bardhaman, and the same has been duly registered before the (1) **A.D.S.R. Durgapur Vide Development Agreement Deed No. 020602513** for the year 2020, Volume No. 0206-2020, Page from 61475 to 61500 **and Vide Development Power of Attorney Deed No. 020602690** for the year 2020, Volume No. 0206-2020, Page from 65291 to 65314, (2) **A.D.S.R. Durgapur Vide**


K. C. ASSOCIATES
Durgapur

Development Agreement Deed No. 020603131 for the year 2018, Volume No. 0206-2018, Page from 57381 to 57402 and **Vide Development Power of Attorney Deed No. 020603709** for the year 2018, Volume No. 0206-2018, Page from 67752 to 67768, herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

K C ASSOCIATES (PAN No.: AAKFK5269M) a partnership firm having its registered office at Shyam Complex, Benachity, PS : Durgapur, ADSR : Durgapur, PO : Durgapur, District:- Paschim Bardhaman, Pin - 713213, West Bengal, India (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**

AND

(1) _____ [PAN - _____] S/O, D/O, W/O _____, by faith-_____, by nationality _____, by Profession _____ (2) _____ [PAN - _____] S/O, D/O, W/O _____, by faith-_____, by nationality _____, by Profession _____, both are resident of _____, Post Office: _____, City:- _____, P.S.- _____, District:- _____, West Bengal, India, PIN _____, herein after referred to as "**THE PURCHASER**" (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART**.

WHEREAS the present landowner owning and possessing of a land mentioned in the Schedule in below measuring about 19 Decimal in Block - B under Mouza - Shankarpur, J.L. No. 95, Plot Nos. RS 71, LR 273 under Khatian No. RS 67, LR 234 under the jurisdiction of Jemua Gram Panchayat, Dist : Paschim Bardhaman by virtue of LR Records of Rights by Mutation and became the absolute owner of the property mentioned in the First Schedule below.

WHEREAS the present landowner No. 1 i.e., Rita Lahiri owning and possessing of a land mentioned in the Schedule - A in below measuring about 12 Cottah under Mouza - Shankarpur, JL No. 95, Plot Nos. RS 71, LR 273 under Khatian No. RS 67, LR 234 under the jurisdiction of Jemua Gram Panchayat, Dist : Paschim Bardhaman by virtue of LR Records of Rights by Mutation and became the absolute owner of the property mentioned in the First Schedule below.

WHEREAS the present landowners 2 i.e, Sarmishta Dey (Das) and her sister Sampa das are owning and possessing of a land mentioned in the Schedule - B below measuring about 3.5 Cottah or 6 Decimal under Mouza : Shankarpur, JL No. 95, Plot No. RS 71, LR 273 under Khatian No. RS 67, LR 234 under the

K C ASSOCIATES
R. Lahiri

jurisdiction of Jemua Gram Panchayat, Dist : Paschim Bardhaman as legal heirs of their mother Mala Das who purchased the property by virtue of a registered deed of sale being No. 957 for the year 1990 of A.D.S.R. Office Durgapur from Smt. Rita Lahiri and recorded the land owners name in L.R. records of Rights by Mutation under Khatian Nos. 2380 & 2381 respectively and became the absolute owners of the property mentioned in the First Schedule below.

AND WHEREAS by a registered deed of Gift Smt. Sampa Das gifted her own 50% share i.e., 1.75 Cottah of land to her sister Smt. Sarmistha Das (Dey) vide Deed No. 020602780 for the year 2018 of A.D.S.R. Office, Durgapur and thus virtue of Gift and as legal heirs of her parents the Land Owner No. 2 become the absolute and possessor of the property mentioned in Schedule B below.

WHEREAS the property mentioned in the Schedule below has been purchased by Joydeb Banik & Arunabha Chattaraj jointly by registered deed of sale being No. 3307 for the year 1995 of A.D.S.R. Office Durgapur from Smt. Subhra Sen of Mamra, Bidhan Pally and letter on the said Arunabha Chattaraj sold his 50% share of the property to Joydeb Banik by a registered deed of sale being No. 406 for the year 2007 of A.D.S.R. Office Durgapur and the said Joydeb Banik died intestate on 11/03/2009 leaving behind his wife i.e. vendor No. 1 and also his two daughters i.e. vendor no. 1 and also his two daughters i.e., vendor No. 2 & 3 as his only legal heirs and letter on the vendors recorded their name in L.R. Record under Khatian No. 2498, 2510 & 2503 resp. and from the date of inheritance all the Vendors are owning, seizing, possessing the same as owners with having unfettered power and authority to convey schedule A, B & C below property.

WHEREAS the First Party(s) as aforementioned is/are the absolute and lawful owners of the immovable property as schedule below and since then he/they is/are in absolute, lawful, peaceful, physical possession and occupation over the same without any kind of let, hindrance or disturbances from any corner, which is recorded property in the L.R.R.O.R. the aforesaid vendors; of which the said property was entered in the name(s) of the First Party(s) in the records of the Landlord, the State and which has being exercising all acts of ownership over said landed property without any disturbances from any corner and by the payment of due land revenue for the said property to the Landlord the State and obtain receipts thereof in its own name and have been occupying the said landed property by exercise of all acts of ownership thereto.

ANDWHEREAS the first party(s) is described to get the aforesaid landed property developed into Multi-storied Building complex constructed thereon through any sincere, Responsible and reputed builder and the Second Party after

K. P. S. Das
K. P. S. Das

having come to known of such intentions of the First Party; approached the First Party with regard to the development & construction of the proposed Multi-storied Building complex.

FIRST SCHEDULE

(Said Land)

("OWNER") is the absolute and lawful owner of piece and parcels of Bastu Land, The Plot of land measuring about **2090.16 sq.mt** more or less comprising within appertaining to L.R. Plot No. 273, Mouza : Shankarpur, JL No. 109, L.R. Plot No. 273, L.R. Khatian Nos. 234, 2381, 2587, PS : New Township, under Jemua Gram Panchayat, Jemua, PIN - 713212, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, Dist : Paschim Bardhaman, West Bengal, India under (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Jemua Gram Panchayat, which is developed by **K C ASSOCIATES** as per Sanction Plan bearing **Meeting No. 03/2020-21 Date 17/07/2020** has been issued by the **JEMUA GRAM PANCHAYAT**.

AND WHERE AS the plan has been sanctioned and approved by **JEMUA GRAM PANCHAYAT** for the construction of B+G+9 storied building as per **Meeting No. 03/2020-21 Date 17/07/2020**

AND WHERE AS the purchaser being interested to purchase a flat in the "**URVASI APARTMENT BLOCK A**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of **Rs. (Rupees)** only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No-_____ , on the (___) ___ Floor** having **Carpet Area of () Square Feet with / without a medium size Car Parking space** at "**URVASI APARTMENT BLOCK A**" at **Saptarshipark, Durgapur - 713212** particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights,


K C ASSOCIATES
Partners

liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof TO HAVE AND TO HOLD the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed.

BUTTED AND BOUNDED BY:

ON THE NORTH	: 12 Feet Wide Road & Rajib Dom
ON THE SOUTH	: Land of Gouri Roy
ON THE EAST	: Land of Dulali Roy
ON THE WEST	: 20 Feet Wide Road

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No. on ____ Floor**, measuring (___) **Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in " **URVASI APARTMENT BLOCK A**" at **Saptarshipark** at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the schedule - Three hereunder).

PART-II

(Parking Space)

C. ASSOCIATES
Pranab
Per/att

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12.
2. Corridors of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12. (Save inside any unit).
3. Drains & Swears of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12. (Save inside any unit).
4. Exterior walls of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12.
5. Electrical wiring and Fittings of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12. (Save inside any unit).
6. Overhead Water Tanks of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12.
7. Water Pipes of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12.
8. Lift Well, Stair head Room, Lift Machineries of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12.
9. Pump and Motor of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "**URVASI APARTMENT BLOCK A**" at Saptarshipark Durgapur - 12.

K. ASSOCIATES
K. ASSOCIATES
K. ASSOCIATES

2. Drains & Sewages of **"URVASI APARTMENT BLOCK A"** at Saptarshipark Durgapur - 12. (Save inside the Block).

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely **"URVASI APARTMENT BLOCK A"** at Saptarshipark Durgapur - 12.

FIFTH SCHEDULE

'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;

ASSOCIATED
Purchaser

- c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
- d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
- e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
- f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
- g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
- i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
- j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
- k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;

100
ASSOCIATES
Chandru

- m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
 - c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
 - d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
 - e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
 - f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
 - g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
 - h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the

ASSOCIATES
P. Chandrasekhar

Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

MEMO OF CONSIDERATION

Received on or before executing this agreement Rs. _____
(Rupees _____) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

WITNESSES:

SIGNED AND DELIVERED

By the OWNER (S)

K&S ASSOCIATES

Partner

SIGNED AND DELIVERED

By the Developer (S)

**SIGNED AND DELIVERED
By the PURCHASER (S)**

**Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction**

K. Anand
Anand
Partner