

## DEED OF CONVEYANCE

1. Date -
2. Place – Durgapur
3. Parties-

**3.1 Mr. NIRMLA KUMAR MONDAL [PAN-AJLPM1464E] [AADHAAR : 5922 3998 1730]**, son of Late Jatadhari Mondal, by Faith : Hindu, Nationality : Indian, by Occupation : Business, residing at Bhiringi, Mondal Para, PO : Benachity, PS : Durgapur, Pin : 713213, Dist : Paschim Bardhaman, WB; represent by their lawfully constituted attorney Proprietor of **MANALI CONSTRUCTION [Pan : ANGPLD2521C]**, a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal, represented by its **Proprietor Sri SHYAMAL DUTTA [PAN - ANGPLD2521C]** s/o Late Santi Ranjan Dutta, by Occupation – Business, by Nationality – Indian, by Faith – Hindu, resident of 11/35 SEPCO Township, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal, Sub-Division & A.D.S.R. Office Durgapur, District Paschim Bardhaman, and the same has been duly registered before the **A.D.S.R. Durgapur Vide Development Agreement Deed No. I-230604361 for the year 2023, Page No. 74386 to 74414, Volume No. 2306-2023** hereinafter called and referred to as the **"SELLER /LANDOWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include there, administrators, executors, representatives and assigns of the **FIRST PART**).

### AND

**MANALI CONSTRUCTION [Pan : ANGPLD2521C]**, a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal, hereinafter referred to as the **"DEVELOPER"** (which expression shall unless repugnant to the context be deemed to mean and include its, administrators, executors, representatives and assigns) of the **THIRD PART**.

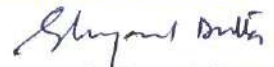
Land owner/Vendor/Purchasers and Developer collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESS RECORDS BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FO THE PARTIES AS FOLLOWS:-

- 4 Subject Matter of Agreement
  - 4.1.1 Transfer of the Said Flat & Appurtenances:

**Said Flat:** piece and parcels of one independent residential flat being Flat "....." in the ..... floor, measuring total admeasuring area ..... Sq. Ft. having its Carpet Area (CA) ..... Sq. Ft. with EBVT ..... Sq. Ft. totaling Net Area (CA+EBVT) of ..... Sq. Ft., in the Block- "....." lying and situated in the building complex namely **"HARA KUSUM APARTMENT PHASE XII "** at Mouza : Bhiringi, Police Station Durgapur, Benachity, Durgapur 713213, more fully described in the Part – I of the Second Schedule hereunder written, situated on the land more fully described in the First Schedule hereunder written.

Manali Construction



Page 1 of 9 **Proprietor**

**PARKING SPACES** : shall mean the spaces on the ground floor of the Buildings as also in the open space surrounding or adjacent to the Buildings identified or unidentified as may be sanctioned by the concerned authority for parking as mentioned in Part II of Second Schedule. Shortest walking distance between the building entrance lobby and entry to location where a medium size car or a two wheeler is parked.

- 4.2 **Land Share:** Undivided impartial proportionate and variable share in the land comprised in the said property as is attributable to the said flat (land share) The land Share is/shall be derived by taking into consideration the proportion, which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building Complex.
- 4.3 **Share in Common Portion:** Undivided impartable, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Building Complex as is attributable to the Said Flat (share in common Portions) the said common areas, amenities, and facilities being described in the Third Schedule Part-II below (collectively Common portions). The share in common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building Complex.
- 5 Background

5.1 **Ownership of landowner** : By virtue of events and in the circumstances, the present landowner become the absolute owner of First Schedule Property, free from all encumbrances and were in peaceful possession thereof described as follows.

**WHEREAS** the LAND OWNERS or the FIRST PARTY OF THE FIRST PART are absolutely seized and possessed and sufficiently entitled to all those pieces of parcels of Baid land or premises or the property admeasuring about more or less **0.16 Acre** or **16 decimal**, being situated at District – Paschim Bardhaman, Additional District Sub-Registry Office – Durgapur, PS : Durgapur, Mouza – Bhiringee, JL No. 119 (previously), R.S. Plot No. 3064 & L.R. Plot No. 2285, L.R. Khatian No. 6453; hereinafter called the “**SCHEDULE PROPERTY**”.

**AND WHEREAS** in the year 1987, Jatadhari Mondal (the father of first party or landowner) son of Late Prabhakar Mondal, of Bhiringi, Durgapur 713213, PS : Durgapur, Dist : Paschim Bardhaman, gifted his inherited Schedule Property to his son **SRI NIRMAL KUMAR MONDAL** (the First Party) vide Registered Gift Deed dated 24/09/1987, registered in the office of the Additional District Sub-Registrar Office – Durgapur, being Gift Deed Number I-6356 for the year 1987.

**ANDWHEREAS** the land owners desires to develop the “A” Schedule Property” by constructing a multistoried building or as per sanction of Corporation up to maximum limit of floor as per sanction plan of the Durgapur Municipal Corporation and/or any other concerned Authority/Authorities but due to paucity of fund and lack of sufficient times the Land owners could not be able to take any steps for the said development and as such the Land owners are searching a Developers for the said development works.

**ANDWHEREAS** the land owners herein approached to the Developer herein to develop the “Said Property” by construction of a multi-storied building at Developer’s costs and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, authority/ authorities from time to time on taking full and final consideration as fully stated in the **SECOND SCHEDULE** written

herein below in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits by selling the allocation of the Developer as fully described in the THIRD SCHEDULE hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion.

OWNER”) is the absolute and lawful owner of piece and parcels of Bastu Land, The Plot of land measuring about total Area of **685.17 SQM** under Mouza : Bhringi, JL No. 119, RS Plot Nos. 1402, 3064 LR Plot Nos. 2284, 2285, Khatian No. 6453, PS : Durgapur, under Durgapur Municipal Corporation, PIN - 713213, Holding No. N/14, Ward No. 19, Dist : Paschim Bardhaman, West Bengal, India, under (more fully and particularly mentioned and described in the First Schedule hereunder written), which is developed by **MANALI CONSTRUCTION** both hereby agreed unto the proposal of the party of the Other Part upon receiving the consideration as claimed by the Party of the First Part in this regard and thereafter for acceding to the prayer made by the party of the Other Part in their representations as stated hereinbefore, sanction in terms of Plan bearing **Plan No. CB/471/18 Date 26/02/2019** has been issued by the DURGAPUR MUNICIPAL CORPORATION.A.D.S.R. Office- Durgapur & Sub-Division- Durgapur the property more fully mentioned and described in the First schedule is purchased by the land owners of A.D.S.R.O., Durgapur and our name duly recorded in the L.R. record of rights.

**AND WHEREAS** We intend to get the same land for developed to a multi storied building for that purpose. We got sanctioned plan from the Sanctioning Authority for the construction of the multi-storied building at the Said Property and we entered into a Development Agreement with **MANALI CONSTRUCTION [Pan : ANGPD2521C]**, a sole proprietorship firm having its registered office at Holding No. 54/N, B/19 Arvil Park, Fuljhore Durgapur - 713206, Dist : Paschim Bardhaman, West Bengal, India.

**AND WHEREAS** the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of B+G+4+1 residential building on the said land and to make agreement to self and/or to sell to intending buyers only for the Developer's allocation of the new building as may be deemed first and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below :-

**AND WHEREAS** the Land Owners and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on. Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY THE PARTIES AS FOLLOWS :-

BUILDING shall means maximum limit of floors consisting of as many as flats shops, garages etc to be constructed according to the plan including any modification and /or addition sanctioned by the DURGAPUR MUNICIPAL FORPORATION duly approved by the form time to time and to be constructed on the “said property” more fully and

specially and specifically described in the First Schedule written hereunder, and the said building hereinafter referred to as the SAID "BUILDING|

**WHEREAS** the First party & Second Party entered into a Development Agreement on **A.D.S.R. Durgapur Vide Development Agreement Deed No. I-230604361 for the year 2023, Page No. 74386 to 74414, Volume No. 2306-2023** and Power of Attorney on **A.D.S.R. Durgapur Vide Development Power of Attorney Deed No. I-230605154 for the year 2023, Page No. 87626 to 87640, Volume No. 2306-2023** and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

**AND WHEREAS** the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of B+G+4+1 (Five) storied building as per **Plan No. CB/471/18 Date 26/02/2019**

**AND WHERE AS** the purchaser being interested to purchase a flat in the "**HARA KUSUM APARTMENT PHASE XII**" 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 "**HARA KUSUM APARTMENT PHASE XII**" at **Saratpally, Fuljhore, Durgapur - 713206** 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, 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 they 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..

**AND WHEREAS** Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., DURGAPUR FARIDPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West

Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

#### **FIRST SCHEDULE**

##### **(Said Land)**

All that piece and parcel of Bastu Land measuring **685.17 SQM** under Mouza : Bhringi, JL No. 119, RS Plot Nos. 1402, 3064 LR Plot Nos. 2284, 2285, Khatian No. 6453, PS : Durgapur, under Durgapur Municipal Corporation, PIN - 713213, Holding No. N/14, Ward No. 19, Dist : Paschim Bardhaman, West Bengal, India.

##### **BUTTED AND BOUNDED BY:**

**ON THE NORTH** : Plot of Subhasish Roy  
**ON THE SOUTH** : 30 Feet Wide Ambagan Road  
**ON THE EAST** : 16 Feet Wide Road  
**ON THE WEST** : Plot of Kuntal Mondal and Koushik Mondal

#### **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 "**HARA KUSUM APARTMENT PHASE XII**" at Benachity, Durgapur 713213 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)**

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 "**HARA KUSUM APARTMENT PHASE XII**" at Benachity, Durgapur 713213.
2. Corridors of "**HARA KUSUM APARTMENT PHASE XII**" at Benachity, Durgapur 713213 (Save inside any unit).
3. Drains & Swears of "**HARA KUSUM APARTMENT PHASE XII**" at Benachity, Durgapur 713213 (Save inside any unit).
4. Exterior walls of "**HARA KUSUM APARTMENT PHASE XII**" at Benachity, Durgapur 713213.
5. Electrical wiring and Fittings of "**HARA KUSUM APARTMENT PHASE XII**" at Benachity, Durgapur 713213 (Save inside any unit).

Deed of Conveyance [HARA KUSUM APARTMENT PHASE XII]

Page 5 of 9  
Mehar Construction  
  
Proprietor

6. Overhead Water Tanks of "HARA KUSUM APARTMENT PHASE XII" at Benachity, Durgapur 713213.
7. Water Pipes of "HARA KUSUM APARTMENT PHASE XII" at Benachity, Durgapur 713213.
8. Lift Well, Stair head Room, Lift Machineries of "HARA KUSUM APARTMENT PHASE XII" at Benachity, Durgapur 713213.
9. Pump and Motor of "HARA KUSUM APARTMENT PHASE XII" at Benachity, Durgapur 713213.

## 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 "HARA KUSUM APARTMENT PHASE XII" at Benachity, Durgapur 713213.
2. Drains & Sewages of "HARA KUSUM APARTMENT PHASE XII" at Benachity, Durgapur 713213. (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 "HARA KUSUM APARTMENT PHASE XII" at Benachity, Durgapur 713213.

## 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;

- 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;
- 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 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



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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

**MANALI CONSTRUCTION  
 PROPRIETOR SHYAMAL DUTTA  
 as a constituted Attorney of NIRMLA  
 KUMAR MONDAL**

Manali Construction

*Shyamal Dutta*  
 Proprietor

SIGNED AND DELIVERED

By the OWNER (S)

Manali Construction

*Shyamal Dutta*  
 Proprietor

SIGNED AND DELIVERED

By the Developer (S)

SIGNED AND DELIVERED

By the PURCHASER (S)

WITNESSES:

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