

**DEED OF CONVEYANCE**

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

THIS SALE DEED IS MADE ON THIS THE \_\_\_ DAY OF \_\_\_, 2021

BETWEEN

- (1) **KALOBARAN MONDAL [PAN - AEAPM8823K]** son of Late Nidan Bandhu Mondal, by Nationality Indian, by faith : Hindu, by occupation : Business, residing at Andal More, PO+PS : Andal, Pin : 721253, Dist : Paschim Bardhaman, West Bengal
- (2) **TARUN KARAK [PAN - AJXPK8823F]** son of Late Kalipada Karak, by Nationality Indian, by faith : Hindu, by occupation : Business, residing at Dwarigeria, PO : Satbankura, PS : Garhbeta, Paschim Mednipur, West Bengal, Pin - 721253; 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 A.D.S.R. **Raniganj Vide Development Agreement Deed No. 230401519 for the year 2021, Page No. 53472 to 53505, Volume No. 2304-2021, and Vide Development Power of Attorney Deed No. 230401519 for the year 2021, Page No. 53472 to 53505, Volume No. 2304-2021**, herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

**S.S. BUILDERS & DEVELOPERS [Pan : AEGFS6747C]**, a partnership firm having its registered office at Andal More, PO + PS : Andal, Dist : Paschim Bardhaman, West Bengal, represented by its **Partners** of

(1) **TARN KARAK [PAN - AJXPK8823F]** s/o Late Kalipada Karak, by Occupation - Business, by Nationality - Indian, by Faith - Hindu, resident of Dwarigeria, PO : Satbankura, PS : Garhbeta, Dist : Paschim Mednipur West Bengal, India.

(2) **MITA KARAK MONDAL [PAN - APGPK7339P]** wife of Tarun Karak, by Occupation - Business, by Nationality - Indian, by Faith - Hindu, resident of Dwarigeria, PO : Satbankura, PS : Garhbeta, Dist : Paschim Mednipur, West Bengal, India of hereinafter called "Promoter" (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns). (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 property mentioned in the schedule below i.e., 5 decimal land in Mouza : Bahadur being Plot Nos. 1102 have been purchased by a registered deed of sale being No. 3674 for the year 2018 of A.D.S.R. Office Raniganj & 3 decimal of land in Mouza Bahadur being Plot Nos. 1102 have been purchased by a registered deed of sale being No. 2201 for the year 2020 of A.D.S.R. Office Raniganj and recorded their name in L.R. Record of Rights under Khatian No. 1535 & 2719 respectively name has already been recorded in L.R. Recorded and also the character of land Bastu vide and seized owned and possessed of and/or otherwise well and sufficiently entitled with free from all encumbrances as fully described in the FIRST SCHEDULE written herein below.

**AND WHEREAS**, the Land Owners has been searched a Developer to develop the said property by construction of a multistoried building up to maximum limit of floor consisting of some many flats and garbage etc. by the Andal Gram Panchayat of fund the Land Owners could not be able to take any steps for the said development and as such the Land Owners is searching a developer for the said development works.

**AND WHEREAS** the Land Owners herein approached their said intention to the Developer (S.S. Builders & Developers) herein to develop the "said property" by construction a multi-storied building at Developer's cost and expenses on the sanction plan so to be sanctioned and/or permissible upto maximum limit of floor consisting of so many flats, garage etc., by the Andal Gram Panchayat on condition that the Land Owner No. 1 will get one flat in First Floor being No. D measuring Super Built up area 760 sq. ft. and cash of Rs. 50,000/- (fifty thousand) only and as fully stated hereunder/ written herein below and the Developer accepted and agreed to the above proposal of the Land owners subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous cost, expenses and benefits by selling the ALLOCATION OF THE DEVELOPER as fully described herein below and all money accrued therein shall be the sole property of the Developer without any claim on the part of the Land owners 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.

**AND WHEREAS**, the Land Owners has been searched a Developer to develop the land described in the Schedule of this Development Agreement into a Multi-storied Building Complex without any basement for Residential Purpose (which property shall hereinafter for brevity's sake be referred to as the "**Schedule Property**")

**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 **335.91 SQM or 3614.40 SQ. FT. or 5.02 Katha** under Mouza : Bahadur, JL No. 42, RS Plot No. 1102, L.R. Khatian Nos. 1535, 2719, PS : Andal, under Andal Gram Panchayat, A.D.S.R. Office – Raniganj & Sub Division : Durgapur, Dist : Paschim Bardhaman, West Bengal, India, under (more fully and particularly mentioned and described in the First Schedule hereunder written), which is developed by **S.S. BUILDERS AND DEVELOPERS** 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 **Memo No. 280/Bldg. Plan/APS Dated 22/03/2021** has been issued by the **ANDAL GRAM PANCHAYAT**, A.D.S.R. Office- Ranbiganj & 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., Raniganj 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 **S.S. BUILDERS AND DEVELOPERS [Pan : AEGFS6747C]**, a sole partnership firm having its registered office at Andal More, PO + PS : Andal, Dist : Paschim Bardhaman, Pin : 713321, 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 G+2 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 ANDAL GRAM PANCHAYAT 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 **Development Agreement Deed No. 230401519 for the year 2021, Page No.**

53472 to 53505, Volume No. 2304-2021, and Vide Development Power of Attorney Deed No. 230401519 for the year 2021, Page No. 53472 to 53505, Volume No. 2304-2021, and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

**AND WHEREAS** the plan has been sanctioned and approved by **ANDAL GRAM PANCHAYAT** for the construction of G+2 (Two) storied building as per **Memo No. 280/Bldg. Plan/APS Dated 22/03/2021**

**AND WHERE AS** the purchaser being interested to purchase a flat in the "ANNAPURNA RESIDENCY" 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 "ANNAPURNA RESIDENCY" at Andal More, PO + PS : Andal, Pin - 713321** 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 **335.91 SQM or 3614.40 SQ. FT. or 5.02 Katha** under Mouza : Bahadur, JL No. 42, RS Plot No. 1102, L.R. Khatian Nos. 1535, 2719, PS : Andal, under Andal Gram Panchayat, A.D.S.R. Office – Raniganj & Sub Division : Durgapur, Dist : Paschim Bardhaman, West Bengal, India

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

**ON THE NORTH** : Mr. Nandi House  
**ON THE SOUTH** : 10 Feet Wide Road  
**ON THE EAST** : Annapurna Apartment  
**ON THE WEST** : House of Mr. Kartick Roy

#### **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 "**ANNAPURNA RESIDENCY**" at **Andal More, Andal - 713321** 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 Not Available)**

**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 "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.
2. Corridors of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321 (Save inside any unit).
3. Drains & Swears of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321 (Save inside any unit).
4. Exterior walls of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.
5. Electrical wiring and Fittings of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321 (Save inside any unit).
6. Overhead Water Tanks of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.
7. Water Pipes of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.
8. Lift Well, Stair head Room, Lift Machineries of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.
9. Pump and Motor of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.

**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 "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.
2. Drains & Sewages of "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321. (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 "ANNAPURNA RESIDENCY" at Andal More, Andal - 713321.

**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) Keep the said Unit/s/Flat/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;

- f) 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/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
  - g) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/ and Space/s of men materials and utilities;
  - h) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/and Space/s wholly;
  - i) 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/ 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;
  - j) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/ and Space/s;
  - k) Allow the other Unit/s/Flat/s/ and Space/s Owners the right to easements and/or quasi-easements;
  - l) 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/ 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/ 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/and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/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/ 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

S.S. BUILDERS & DEVELOPERS  
PARTNERS OF TARUN KARAK as a  
constituted Attorney of KALOBARAN  
MONDAL, TARUN KARAK

WITNESSES:

SIGNED AND DELIVERED  
By the OWNER (S)

SS BUILDERS AND DEVELOPERS  
Tarun Karak  
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