

DEED OF CONVEYANCE

District : **PaschimBardhaman**
Mouza : **Birbhanpur**
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 ____, 2020

BETWEEN

(1) SRI TAPAN KUMAR allies RAM NARAYAN MONDAL [PAN-ADSPM6096R] (2) SRI HARI NARAYAN MONDAL [PAN - ADSPM6097Q] (3) SRI DAYAMOY MONDAL [PAN- ADSPM6095N] (4) SRI BISWAJIT allies BISWANATH MONDAL [PAN - ASUPM4343B], all are sons of Bijoy Kumar Mondal, by Faith - Hindu, by Occupation - Cultivation, residing at Shyampur, P.S. Coke Oven, Durgapur, Pin : 713201, District : Paschim Bardhaman, West Bengal, by Nationality-Indian, represent by their lawfully constituted attorney Partner of **M/s. NIDHI BUILDERS [Pan : AAMFN4160C]** (Partnership Firm), having its registered office at Karangapara, D-Math, Durgapur - 713201, PS : Coke Oven, Dist : Paschim Bardhaman, West Bengal, represented by their represent by their lawfully constituted attorney Partner of **M/s. NIDHI BUILDERS**, by its **Partners (1) Sri ALOK KESH [PAN - AFZPK1108F]** s/o Sujit Kumar Kesh, residing at Village + Post : Nadiha, PS : Coke Oven, Durgapur - 713201, Sub-Division & A.D.S.R. Office Durgapur, District Burdwan, Presently Paschim Bardhaman, **(2) Sri PINTU SINGH [PAN - BNLPS1321P]** s/o Jiten Singh resident of D-Math, Karanga Para, PO : Durgapur, PS : Coke Oven, Pin 713201, Sub-Division & A.D.S.R. Office Durgapur, District Burdwan, Presently Paschim Bardhaman, **(3) Sri SURJA SEKHAR BANERJEE [PAN - AQWPB7272R]** s/o Sunil Kumar Banerjee, resident of D-Math, Karanga Para, PO : Durgapur , PS : Coke Oven, Pin 713201, Sub-Division & A.D.S.R. Office Durgapur, District Burdwan, Presently Paschim Bardhaman, **(4) Sri AMIT PAL [PAN -**

BIEPP3477R] son of Prakash Pal, resident of Village + Post : Nadiha, PS : Coke Oven, Pin 713201, Sub-Division & A.D.S.R. Office Durgapur, District Burdwan, Presently Paschim Bardhaman, and **(5) Mr. SUBHASISH MONDAL [PAN - ATRPM5760D]** son of Sukhamoy Mondal. Resident of 4 Dibakar Road, Roy Danga, PS : Coke Oven, Pin 713201, Sub-Division & A.D.S.R. Office Durgapur, District Burdwan, Presently Paschim Bardhaman and the same has been duly registered before the **A.D.S.R. Durgapur Vide Deed No. I-020603135 for the year 2017, Serial No. 0206003223 for the year 2017, Page No. 51858 to 51888, Volume No. 0206-2017** herein after referred to as **“THE OWNER”** (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

M/s. NIDHI BUILDERS [Pan : AAMFN4160C] (Partnership Firm), having its registered office at Karangapara, D-Math, Durgapur – 713201, PS : Coke Oven, Dist : Paschim Bardhaman, West Bengal (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: One Dinanath Sou Mondal was the sole and absolute owners of various properties which is R.S. Dag No. 1746, 1747 of Mouza : Bhiringi, Touzi No. 4325, Khatian No. 180, PS : Durgapur, Dist : PaschimBardhaman

AND WHERE AS DinanathSouMondal died leaving behind two sons namely IndranarayanMondal and SuryyanarayanMondal, IndranarayanMondal died

leaving his only son AbinashMondal and SuryyanarayanMondal died leaving his only son RamgatiMondal.

AND WHERE AS RamgatiMondal died leaving behind his widow Matibala, Matibala acquitted a widow's estate in respect of property left by her husband Motibala died on December 22, 1967. The said Matibala had no issues.

AND WHERE AS AbinashMondal died leaving behind his only son AnathBandhuSouMondal as his only legal heir. After the death of Matibala this property developed upon the AnathBandhuSouMondal as the sole legal heirs.

AND WHERE AS AnathBandhuSouMondal have filed as suit for recovery of khas possession of suit property upon declaration of his title to the property and right to posses against Smt. ChanchalaBalaDasi in the court Asansol. Decree passed by Sri A.K. Nandy subordinate Judge Asansol dated 5th February 1971 in favour of AnathBandhuSau.

AND WHERE AS After that the Devendant/Respondents have filed appeal against the Decree in the Additional District Judge 2nd Court of District Burdwan being Title Appeal No. 59 of 1971 which was allowed.

AND WHERE AS The said AnathBandhuSouMondal has filed Appeal from Appellate Decree No. 864 of 1972 in this High Court at Calcutta Appellate Civil Jurisdiction. This appeal is allowed. The Judgment and decree passed by the First Appellate court below are set aside and those of the Learned Subordinate Judge are restored.

AND WHERE AS The said AnathBandhuSouMondal during his life time was owned seized and possessed of all that 54 Sataks land with all easement rights comprising in Dag No. 1746 and 1747 under Khatian No. 180, Mouza :

Bhiringi, Touzi No. 4325, J.L. No. 68, PS : Durgapur, District : PaschimBardhaman

AND WHERE AS By a Deed of Gift dated 12th August, 1978 and registered with the in Book No. I, Being No. 3932 for the year 1978 made by and between AnathBandhuSouMondal, son of Late AbinashMondal therein referred to as the Donar of the One Part and (1) Fatik Chandra Mondal, (2) Sri Mihir Kumar Mondal, (3) Tarun Kumar Mondal and (4) Sri Pradyut Kumar Mondal all sons of Late AnathBandhuSouMondal therein collectively reffered to as the Donee of the Other Part, the Donar therein being the father of the Donee without any consideration and out of natural love and affection,

transferred and granted unto the Donee All That the piece and parcels of land measuring 54 sataks and situated Mouza – Bhiringi, Dag No. 1746 and 1747 under Khatian No. 180, Touzi No. 4325, J.L. No. 68, P.S. Durgapur, District : PaschimBardhaman

AND WHERE AS The said Tarun Kumar Mondal died intestate on 4th November, 2003 leaving behind his three brothers namely Fatik Kumar SouMondal, Sri Mihir Kumar SouMondal and One sister Smt. HiraMondal. It appears that Fatik Kumar SouMondal and Fatik Chandra Mondal are the name person.

AND WHERE AS After that Sri Pradyut Kumar SouMondal, filed against Sri Fatik Kumar SouMondal, Sri Mihir Kumar SouMondal, Smt. HiraMondal a partition suit in the court of the Ld. Civil Judge (Jr. Div.) First Court at Durgapur. The partition suit No. is T.S. No. 201 of 2004.

AND WHERE AS Thereafter the parties filed a compromise/sokename petition on 10th March, 2005. As per Solenama Ld. Civil Judge (Jr.Div.) First Court passed a Decree showing partition of the suit property. By the said Decree the Sister Smt. HiraMondal relinquish her share in the Suit Property.

AND WHERE AS The said Fatik Kumar SouMondal, Sri Mihir Kumar SouMondal and Sri Pradyut Kumar SouMondal are the sole and absolute owners of demarcated property measuring 42 Sataks out of 54 Sataks which is situated in R.S. No. 1746 and 1747 under Khatian 180, Mouza Bhiringi, Touzi No. 4325, P.S. Durgapur, District – PaschimBardhaman more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as the said premises as owners thereof free from all encumbrances whatsoever.

WHEREAS 48.5 Decimal (Forty Eight point Five) decimal or 29.342 Cottah more or less comprising within appertaining to RS Plot No. 1653, 1654, 1656 & 1657, LR Plot No. 2019, 2020, RS Khatian No. 364, 366, LR Khatian No. 802, 1974, 2575, Mouza : Birbhanpur, J.L. No. 91 under Durgapur Municipal Corporation, PS : Durgapur become owner of the aforementioned land as per law of inheritance and they mutated their name in L.R.R.O.R. and entered into a Development Agreement with **M/s. NIDHI BUILDERS** vide Development Agreement deed No- I-020603135 for the year 2017, Serial No. 0206003223 for the year 2017, Page No. 51858 to 51888, Volume No. 0206-2017 and execute a Development power of attorney in favour of **M/s. NIDHI BUILDERS**, Vide deed No. 020604732 for the year 2019, Volume Number

0206-2019, Page from 106975 to 107007 of the A.D.S.R. Durgapur, West Bengal

AND WHEREAS the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of G+6 storied building as per **Building Plan No. DMC/CB/033/17 18-19 Date : 03/10/2018**

AND WHERE AS the purchaser being interested to purchase a flat in the " **KISHALAYA**" 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 "**SG TOWERS**" at **Birbhanpur** 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 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..

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., FARIDPUR-DURGAPUR 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 **48.5 Decimal (Forty Eight point Five) decimal or 29.342 Cottah** more or less comprising within appertaining to RS Plot No. 1653, 1654, 1656 & 1657, LR Plot No. 2019, 2020, RS Khatian No. 364, 366, LR Khatian No. 802, 1974, 2575, Mouza : Birbhanpur, J.L. No. 91 **under Durgapur Municipal Corporation, PS : Durgapur, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- PaschimBardhaman, West Bengal**, under the jurisdiction of DURGAPUR MUNICIPAL CORPORATION Dist-Burdwan presently Paschim Bardhaman

BUTTED AND BOUNDED BY:

ON THE NORTH : R.S. Plot No. 1652

ON THE SOUTH : Village Road Plot No. 726

ON THE EAST : Nala R.S. Plot No. 1655

ON THE WEST : Shyampur Main Road, R.S. Plot No. 1657, 1658

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 "**KISHALAYA**" at Birbhanpur 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 "**KISHALAYA**" at Birbhanpur.
2. Corridors of "**KISHALAYA**" at Birbhanpur (Save inside any unit).
3. Drains & Swears of "**KISHALAYA**" at Birbhanpur (Save inside any unit).
4. Exterior walls of "**KISHALAYA**" at Birbhanpur.
5. Electrical wiring and Fittings of "**KISHALAYA**" at Birbhanpur (Save inside any unit).
6. Overhead Water Tanks of "**KISHALAYA**" at Birbhanpur.
7. Water Pipes of "**KISHALAYA**" at Birbhanpur.
8. Lift Well, Stair head Room, Lift Machineries of SG Towers at Bhiringee.
9. Pump and Motor of "**KISHALAYA**" at Birbhanpur.

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 "KISHALAYA" at Birbhanpur
2. Drains & Sewages of "KISHALAYA" at Birbhanpur (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 ""KISHALAYA" at Birbhanpur.

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

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 wile 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

**Mr. SURJA SEKHAR BANERJEE
as a constituted Attorney of (1)
SRI TAPAN KUMAR allies RAM
NARAYAN MONDAL (2) SRI HARI
NARAYAN MONDAL (3) SRI
DAYAMOY MONDAL (4) SRI
BISWAJIT allies BISWANATH
MONDAL**

WITNESSES:

SIGNED AND DELIVERED
By the OWNER (S)

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**