

DEED OF CONVEYANCE

District : **Paschim Bardhaman**
Mouza : **Kururia**
Area of Flat : **Sq. Ft. [Carpet]**
135 Sq. Ft. [Parking]
Flat No :
Sale Value :
Market Value :

M and K Realtors
Alvish Kumar
Partner

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

BETWEEN

- (1) **Mr KAMLA KANT SHASTRI (PAN No. BOCPS8793D) (Aadhaar no: 4469 2696 2451)** s/o Uma Kanti Pandey, By Caste: Hindu, Occupation: Chartered Accountant, Citizen of India, being the resident of Flat No. 11B/T3, Salarpuria Gardenia, PO : Bidhannagar, Durgapur - 713212, Dist : Paschim Bardhaman, West Bengal, India; herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

M/s. M AND K REALTORS (PAN No.: ABMFM6418R) a partnership firm having its registered office at MSAV 22, 2nd Floor, Bengal Ambuja Housing, Near Urvashi, PO : City Centre, Durgapur, District:- Paschim Bardhaman, Pin - 713216, West Bengal, India represented by its Partners namely: -

- 1) **Mrs. Meera Agarwal (PAN No. AWXPA5529K)** daughter of Heera Lal Agarwal, by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Arya Samaj Road, Near Kanni Ram Chowk, Daltonganj, Palamu, Jharkhand - 822101
- 2) **Mr. Avinash Kumar (PAN No. AYRPK7047E)** son of Kanhaiya Lal Agarwal, by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Arya Samaj Road, Near Kanni Ram Chowk, Daltonganj, Palamu, Jharkhand - 822101
- 3) **Mr Samir Chandra Roy (PAN No. ADEPR0782P)** son of Bimal Kanti Roy, by faith : Hindu, by Occupation : Business, Citizen of India and being the resident of Flat No. 901, Aquapolis, Tarasankar Sarani, Bengal Ambuja, City Centre, Durgapur - 713216, District: - Paschim Bardhaman, 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

M and K Realtors
Avinash Kumar

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 Landed property as described in schedule "A" hereunder belonged to the present vendor as he purchased the same vide Deed of Sale Being No.: 1-5689, Serial No.: 5799 for the Year 2011, recorded in CD Vol. No.: 13 from Pages 2737 to 2750 registered before the ADSR Office at Durgapur from Sri Badal Mondal S/o Sri Ramananda Mondal of Kururia, Amrai, Durgapur — 03; as the said Sri Badal Mondal has purchased the same Deed of Sale Being No.: 1-5182, for the Year 2011, recorded in CD Vol. No.: 12 from Pages 1625 to 1638 registered before the ADSR Office at Durgapur from Sri Dhananjoy Das and Others. Aftermath of which the present Landowner has mutated his name in the records of the Govt. of West Bengal and has converted the said landed property vide Conversion Case No.: 314/(M)/13 vide Memo No.: Conversion / 698 / BL&LRO/F.D./16 Dated 12/07/2016 and Conversion Case No.: 339/(M)/16 vide Memo No.: Conversion / 785 /BL&LRO/F.D./16 Dated 04/08/2016; and since then the recent aforestated Vendors is/are in lawful possession and ownership having indefeasible right, title and interests, possession and enjoyment over the said property and paying taxes and levies thereon & is free from all such encumbrances, liens and appendages thereto and without any interferences, objection or interruption from anybody having permanent, heritable and transferrable right, title and interest therein as he / they had now became the owner(s) of the land and forming part of only the R.S. Plot No.: 696 and 697 more-fully described in the schedule hereto.

AND WHEREAS the First Party(s) as aforementioned is/are now the absolute and lawful owner of the immovable property having right, title and interests in the 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 a recorded property in the R.O.R; of which the said property was entered in the name(s) of the First Party 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.

AND WHEREAS the First Party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon through

M and K Realtors
Anirash Kumar
Partner

any Sincere, Responsible and Reputed Builder and the Second Party after having come to know of such intentions of the First Party; approached the First Party and therefore the First Party(s) agreed to the proposal of the Second party with regard to the development & construction of the proposed Multi-storied residential Building complex upon the said below schedule landed property.

AND WHEREAS the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon and the Second Party after having come to know of such intentions of the First party; approached the First Party and therefore the First party(s) agreed to the proposal of the Second Party with regard to the development & construction of the proposed Multi-storied residential Building complex upon the said below schedule landed property.

AND WHEREAS the Landowner desires to develop the "A" Schedule Property " by construction of multi storied building or as per sanction of Durgapur Municipal Corporation up to maximum limit of floor and/or any other concerned Authority/Authorities but due to paucity of fund and lack of sufficient times the Land Landowner could not be able to take any steps for the said development and as such the Landowner are searching a Developer for the said development works.

AND WHEREAS the Landowner 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, garages etc. as per sanction plan of Durgapur Municipal Corporation and/or any other concerned authority/authorities from time to time of talking 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 an between the parties after mutual discussion.

All that piece and parcel of Bastu Land measuring **13.92 Katha or 23 Decimal or 930.78 Sq.M or 10018.83 Sq. Ft** more or less comprising within appertaining to RS Plot No. 696, 697, LR Khatian No. 3700, LR Plot No. 446, 2071, Mouza :

M and K Realtors
Anurash Kumar
DURGAPUR

Kururia, J.L. No.56, P.S. Durgapur under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, under (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Durgapur Municipal Corporation, which is developed by **M AND K REALTORS (PAN No.: ABMFM6418R)**

AND WHERE AS the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of G+4 storied building as per **Memo No. DMC/BP/CB/410/19 Date : 24/11/2020**

AND WHERE AS the purchaser being interested to purchase a flat in the "**KRISHNA 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 "**KRISHNA RESIDENCY**" at **Sabuj Nagar, Durgapur** 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

M and K Realtors
Amitabh Kumar
Partner

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 **13.92 Katha or 23 Decimal or 930.78 Sq.M or 10018.83 Sq. Ft** more or less comprising within appertaining to RS Plot No. 696, 697, LR Khatian No. 3700, LR Plot No. 446, 2071, Mouza : Kururia, J.L. No.56, P.S. Durgapur under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

BUTTED AND BOUNDED BY:

ON THE NORTH	: 24" ft wide Metal Road
ON THE SOUTH	: Plot No. 697
ON THE EAST	: Plot No. 696 & 697
ON THE WEST	: 16" ft wide Metal 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 "**KRISHNA RESIDENCY**" at **Sabuj Nagar, Durgapur** 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).

M and K Realtors
Anish Kumar
Pr...

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

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 "**KRISHNA RESIDENCY**" at Sabuj Nagar, Durgapur.
2. Drains & Sewages of "**KRISHNA RESIDENCY**" at Sabuj Nagar, Durgapur. (Save inside the Block).

FOURTH SCHEDULE

M and K Realtors
Amitabh Kumar
Partner

'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 **"KRISHNA RESIDENCY" at Sabuj Nagar, Durgapur.**

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;

M and K Realtors
Anish Kumar
Partner

- 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:

M and K Realtors
Arunach Kumar
Partner

- 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

M and K Realtors
Anish Kumar
Partner

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)

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

M and K Realtors
Anish Kumar
Partner