

**DEED OF CONVEYANCE**

**District** : **PaschimBardhaman**  
**Mouza** : **Bhiringee**  
**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**

**RAJU KHAN [PAN - ANZPK5228Q]** s/o Jamader Khan, by Occupation : Business, Nationality – Indian, by Faith – Muslim, Resident of 8/26, Mahiskapur Road, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal represent by their lawfully constituted attorney Partner of **OMEGA CONSTRUCTION [Pan : AADF00363R]** (Partnership Firm), having its registered office at 8/26, Mahiskapur Road, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal, represented by its **Partners (1) RAJU KHAN [PAN - ANZPK5228Q]** s/o Jamader Khan, by Occupation – Business, by Nationality – Indian, by Faith - Muslim and being the resident of 8/26, Mahiskapur Road, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal **(2) SAKIL AHMED (PAN – AMSPA0933E)** S/o Late Hasan Khan, by faith – Muslim, by occupation – Business, by Nationality – Indian, resident of Natun Pally, G-Block, Benachity, Durgapur – 713213, 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 Deed No. I-020603307 for the year 2019, Page No. 75070 to 75096, Volume No. 0206-2019** herein after referred to as **“THE OWNER”** (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

**AND**

**OMEGA CONSTRUCTION [Pan : AADF00363R]** (Partnership Firm), having its registered office at 8/26, Mahiskapur Road, B-Zone, Durgapur - 713205, 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** Sri Ashutosh Banerjee, S/O Late Anil Baran Banerjee & Smt Papiya Banerjee W/o Sri Ashutosh Banerjee resident of 3C, Nivedita Place, Benachity,

Durgapur – 713213, Dist : Paschim Bardhaman purchased the property situated at Holding Premises No. 91/N, R.S. Khatian No. 11, R.S. Plot No. 45/2835, J.L. No. 98, L.R. Plot No. 55, L.R. Khatian No. 10343, Mouza : Bhiringee measuring 15.75 cottah or 25.98 Decimal as BASTU at Natun Pally, G-Block Extn. PO : Durgapur - 13 from Sri Dharendra Nath Sen by virtue of Sale Deed No. 2923/2005 duly registered before A.D.S.R. Durgapur.

**THEREAFTER** the said Sri Ashutosh Banerjee & Smt. Papiya Banerjee became owner, possessor, title holder in respect of the above property and transferred in favour of its present owner Raju Khan, S/o Jamader Khan, 8/26 Mahiskapur Road, B-Zone, Durgapur – 713205, Dist : Paschim Bardhaman by virtue of Sale Deed No. 2285/2012, Dtd. 14/03/2012, duly Registered before A.D.S.R., Durgapur recorded in Book No. – I, Volume No. 06, Page No. 2356 to 2367 recorded in Book No. I, Volume No. 13, Page No. 2356 to 2367

**AND WHEREAS** after succeeding the property used as Bastu said Raju Khan mutated his name in the BL & LRO Office, Durgapur/Faridpur and paid Khazna up to date and also concerted the land into Bastu and is owing and possessing the same.

**AND WHEREAS** the Land Owners desired to develop the described in the schedule below by construction of a multi-storied building up to maximum limit of floor consisting of as many as flats, garages etc. by taking permission of the Durgapur Municipal Corporation and/or and other concerned Authority /Authorities lack of sufficient times the Landowner could not be able to take any steps for the said development and as such the Landowner is searching a Developer for the said Development works on the said Schedule “A” mentioned land.

**AND WHEREAS** the Land Owner approached to OMEGA CONSTRUCTION (A partnership Firm) having its office at 8/26, Mahiskapur Road, B-Zone, Durgapur – 713205, Dist : Paschim Bardhaman the Developer and described the other part herein offered it to undertake the jobs of construction of G+3 (Three) building on the said land as per sanctioned building plan and investing necessary funds in thereof.

**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+3 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 mean 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 Corporation 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 23<sup>rd</sup> Day of May 2018 which is Registered before A.D.S.R. at Durgapur on 24<sup>th</sup> Day of May, 2018 vide Deed No. 020602797/2018, Volume No. 0206-2018, Page No. 51473 to 51495 for development and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

**AND WHEREAS** the present land owner seized and possessed all the piece and parcel of 25.98 Decimal or 15.75 Cottah of BASTU land under Mouza - Bhiringee which is particularly mentioned and described in the earlier Development Agreement vide Deed No. 020602797/2018, Volume No. 0206-2018, Page No. 51473 to 51495 executed on 24<sup>th</sup> day of May 2018 Development Agreement on 23<sup>rd</sup> day of May 2018 which is Registered before and after careful scrutiny it has been noticed that before are few typographical mistake which are ought to be written in the original agreement as follow -

- i) In the 3<sup>rd</sup> Para in 3<sup>rd</sup> Line of Page No. 2 written as R.S. Plot No. 11, R.S. Khatian No. 45/2835, J.L. No 98 in the place of R.S. Plot No. 45/2835, R.S. Khatian No. 11, J.L. No. 119.
- ii) In the 16<sup>th</sup> Para in 2<sup>nd</sup> Line of Page No. 4 written as R.S. Plot No. 11, R.S. Khatian No. 45/2835, J.L. No. 98 in place of R.S. Plot No. 45/2835, R.S. Khatian No. 11, J.L. No. 119.
- iii) In the Schedule - A in 1<sup>st</sup> Line written as R.S. Plot No. 11, R.S. Khatian No. 45/2835, J.L. No. 119

**AND WHEREAS** to avoid future complication and legal encumbrances the land owners and the Developer agreed to execute this Deed.

By virtue of this Deed 3<sup>rd</sup>, Para in 3<sup>rd</sup> Line of Page No. 2 of Original Development Agreement shall be recorded, write and read as written as R.S. Plot No. 45/2835, R.S. Khatian No. 11, J.L. No. 119.

By virtue of this Deed 16<sup>th</sup> Para in 2<sup>nd</sup> Line of Page No. 4 of Original Development Agreement shall be recorded, write and read as written as R.S. Plot No. 45/2835, R.S. Khatian No. 11, J.L. No. 119

AND By virtue of this Deed Schedule - A in 1<sup>st</sup> Line of Page No. 11 of Original Development Agreement shall be recorded, write and read as written as R.S. Plot No. 45/2835, R.S. Khatian No. 11, J.L. No. 119

And whereas all other terms and conditions of the earlier Development Agreement shall remain unchanged.

**WHEREAS 15.75 Cottah or 1054.00 Sqm.** more or less comprising within appertaining to R.S. Plot No. 45/2835, L.R. Dag No. 55, Khatian No. 11, L.R. Khatian No. 8, Mouza : Bhiringee, J.L. No. 68, Holding No. 91/N, P.S. Durgapur under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal is transfer by 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 **OMEGA CONSTRUCTION** vide Development Agreement deed No- I-020603307 for the year 2019, Page No. 75070 to 75096, Volume No. 0206-2019 and execute a Development power of attorney in favour of **OMEGA CONSTRUCTION** represented by its Partners **(1) RAJU KHAN [PAN - ANZPK5228Q]** s/o Jamader Khan, by Occupation - Business, by Nationality - Indian, by Faith - Muslim and being the resident of 8/26, Mahiskapur Road, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal **(2) SAKIL AHMED (PAN - AMSPA0933E)** S/o Late Hasan Khan, by faith - Muslim, by occupation - Business, by Nationality - Indian, resident of Natun Pally, G-Block, Benachity, Durgapur - 713213, West Bengal, Sub-Division & A.D.S.R. Office Durgapur, District Paschim Bardhaman, West Bengal, WB, Vide deed No. I-020603593 for the year 2019, Volume Number 0206-2019, Page from 81595 to 81611 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+3 (Three) storied building as per **Building Plan No. CB/311/14 Date : 29/06/2020**

**AND WHERE AS** the purchaser being interested to purchase a flat in the "**ANGEL APARTMENT**" 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 "**ANGEL APARTMENT**" at **Nutanpally, Benachity** 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 **15.75 Cottah or 1054.00 Sqm.** more or less comprising within appertaining to R.S. Plot No. 45/2835, L.R. Dag No. 55, Khatian No. 11, L.R. Khatian No. 8, Mouza : Bhiringee, J.L. No. 68, Holding No. 91/N, 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** : **16'-00" Wide Rod**  
**ON THE SOUTH** : **House of Sanjoy Babu & Senkar**  
**ON THE EAST** : **House of Biraj Babu & Gayatri Mitra**  
**ON THE WEST** : **House of Ganes Sharma & Senjoy**

**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 "**ANGEL APARTMENT**" at Arrah 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 "ANGEL APARTMENT" at Natun Pally, Benachity.
2. Corridors of "ANGEL APARTMENT" at Natun Pally, Benachity (Save inside any unit).
3. Drains & Swears of "ANGEL APARTMENT" at Natun Pally, Benachity (Save inside any unit).
4. Exterior walls of "ANGEL APARTMENT" at Natun Pally, Benachity.
5. Electrical wiring and Fittings of "DIKSHA APARTMENT" at Arrah (Save inside any unit).
6. Overhead Water Tanks of "ANGEL APARTMENT" at Natun Pally, Benachity.
7. Water Pipes of "ANGEL APARTMENT" at Natun Pally, Benachity.
8. Lift Well, Stair head Room, Lift Machinerries of "ANGEL APARTMENT" at Natun Pally, Benachity.
9. Pump and Motor of "ANGEL APARTMENT" at Natun Pally, Benachity.

**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 "ANGEL APARTMENT" at Natun Pally, Benachity.
2. Drains & Sewages of "ANGEL APARTMENT" at Natun Pally, Benachity. (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 "**ANGEL APARTMENT**" at Natunpally, Benachity.

**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 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**

**RAJU KHAN as a constituted  
Attorney of Raju Khan**

\_\_\_\_\_  
**SIGNED AND DELIVERED  
By the OWNER (S)**

**WITNESSES:**

\_\_\_\_\_  
**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**