

GENESIS RESIDENCY

Jayraj Kumar
Partner

DEED OF CONVEYANCE

District : **Paschim Bardhaman**
Mouza : **Arrah**
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) **Sri PRABUDDHA KUNDU (PAN No. AMUPK1242N)** s/o Sri Pankaj Kumar Kundu, By Faith: Hindu, Occupation: Business, Citizen of India
- (2) **Smt SANGEETA KUNDU (PAN No. AWQPK2053F)** w/o Sri Prabuddha Kundu, By Faith : Hindu, Occupation : Housewife, both are Residents of 180. Shovapur Road, B-Zone, PS : Durgapur, Durgapur -713205, Dist : Paschim Bardhaman, WB, India; herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

GENESIS RESIDENCY (PAN No.: AAPFG7654R) a partnership firm having its registered office at Holding No. RC/96, Street No. 29, Urbashi Phase II, ADDA, Bengal Ambuja, City Center, PS : Durgapur, District:- Paschim Bardhaman, Pin – 713216, West Bengal, India represented by its Partners namely: -

- 1) **Mr. SOUMYA KANTI ROY (PAN No. AORPR8153C)** Son of Late Santosh Kumar Roy, by faith : Hindu, by occupation : Business, resident of 4/19 J.N. Das Path, Kabigruru, PO : City Center, PS : Durgapur, District : Paschim Bardhaman, Durgapur – 713216, WB.
- 2) **Mr. TANMOY DUTTA (PAN No. ALYPD9123C)** Son of Sri Amal Kanti Dutta, by faith – Hindu, by Nationality – Indian, by occupation – Business, resident of B1-96/4, MAMC, PS : New Township, Durgapur – 713210, Paschim Bardhaman, WB, 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 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.**

GENESIS RESIDENCY

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Partner

WHEREAS the Landowners are seize, owned and possess of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of land measuring and area of land 8 (Eight) Katha more or less 13.2 (Thirteen point Two) Katha, in the Dist – Paschim Bardhaman, under PS : Kanksa, within Mouza – Arrah, J.L. No. 91, R.S. Khatian No. 625 (Six Hundred Twenty Five) & 2875 (Twenty Eight Hundred Seventy Five), 2876 (Twenty Eight Hundred Seventy Six), R.S. Plot No. 1939 (Nineteen Hundred Thirty Nine), L.R. Plot No. 2725 (Twenty Seven Hundred Twenty Five), by virtue of Regd. Sale Deed Vide No. I-07233/2009 of A.D.S.R. Durgapur, which is hereinafter called as “said property”

AND WHEREAS the “First Schedule” mentioned land, previously belonged to Smt. Manasi Das w/o Bhudev Chandra Das, and said Smt. Manasi Das during her ownership & possession at the “First Schedule” mentioned land along with its adjacent area of land, had transferred the property towards Smt. Monika Nandi w/o Bibhuti Bhusand Nandi, by executing a Regd. Sale Deed vide No. I-4641/1977 of J.S.R. Raniganj at Durgapur and said Smt. Monika Nandi, after purchased the “First Schedule mentioned land” along with it’s adjacent area of land, during her ownership & possession thereon, had also transferred the property towards i) Sri Shiu Kumar Das s/o Late Dhanik Das, ii) Smt. Urmila Das w/o Shiu Kumar Das, iii) Sri Dipak Kumar Das & iv) Sri Ajoy Kumar Das, both are sons of Sri Shiu Kumar Das, became the owners & possessors of the “First Schedule” mentioned property, and their names have duly been recorded in the L.R.R.O.R. vide Khatian No. 2876 & 2875, of Mouza Arrah

AND WHEREAS the Landowners desire to develop the “Said Property”, by construction of multi-storied building/s up to maximum limit of floor, consisting of as many as flats, units, garages etc., with the permissions of Molandighi Gram Panchayat, and/or Asansol Durgapur Development Authority/Authorities and due to paucity of funds and lack of sufficient time & experience, there are not be able to take necessary steps in everywhere for the said development construction works, as such the Landowners have approached the developer herein, to do the said development construction work at the developers cost & expenses, with the permission & approvals of the Molandighi Gram Panchayat, and/or Asansol Durgapur Development Authority/Authorities, and developer herein after prolonged discussion with the Landowners, has agreed to do the development construction work over the schedule mentioned property, and to avoid any future disputes & litigation, both the parties AGREED to prepare and execute this written agreement on the terms & conditions having been settled by & between the parties after mutual discussion.

GENESIS RESIDENCY


Partner

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 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.

("OWNER") is the absolute and lawful owner of piece and parcels of Bastu Land, The Plot of land measuring about **486.24 sq.mt. or 5232 sq.ft./7.26 katha** more or less comprising within appertaining to Mouza : Arrah, JL No. 091, L.R. Plot No. 2725, Khatian - 2875, 2876, PS : Kanksa, under Molandighi Gram Panchayat, PIN - 713212, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, India under (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Malandighi Gram Panchayat, which is developed by **GENESIS RESIDENCY (PAN No.: AAPFG7654R)**

AND WHERE AS the plan has been sanctioned and approved by MALANDIGHI GRAM PANCHAYAT for the construction of G+4 storied building as per **Memo No. MGP/89/2021 Date : 01/02/2021**

AND WHERE AS the purchaser being interested to purchase a flat in the " **GENESIS SUNRISE**" 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 "**GENESIS SUNRISE**" at **Shibtala, Arrah** 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., KANKSA 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.

GENESIS RESIDENCY
Seymour
Partner

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring **486.24 sq.mt. or 5232 sq.ft./7.26 katha** more or less comprising within appertaining to Mouza : Arrah, JL No. 091, L.R. Plot No. 2725, Khatian - 2875, 2876, PS : Kanksa, under Molandighi Gram Panchayat, PIN - 713212, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, India

BUTTED AND BOUNDED BY:

ON THE NORTH	: House of Somnath & Tapan Chakraborty
ON THE SOUTH	: Abhilasa Apartment
ON THE EAST	: 16' Feet wide Pucca Road
ON THE WEST	: 16' Feet wide Pucca 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 "**GENESIS SUNRISE**" at Shibhala, 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)

GENESIS RESIDENCY
Partner
Tapan Chakraborty

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "**GENESIS SUNRISE**" at Shibtala, Arrah.
2. Corridors of "**GENESIS SUNRISE**" at Shibtala, Arrah. (Save inside any unit).
3. Drains & Swears of "**GENESIS SUNRISE**" at Shibtala, Arrah. (Save inside any unit).
4. Exterior walls of "**GENESIS SUNRISE**" at Shibtala, Arrah.
5. Electrical wiring and Fittings of "**GENESIS SUNRISE**" at Shibtala, Arrah. (Save inside any unit).
6. Overhead Water Tanks of "**GENESIS SUNRISE**" at Shibtala, Arrah.
7. Water Pipes of "**GENESIS SUNRISE**" at Shibtala, Arrah.
8. Lift Well, Stair head Room, Lift Machineries of "**GENESIS SUNRISE**" at Shibtala, Arrah.
9. Pump and Motor of "**GENESIS SUNRISE**" at Shibtala, Arrah.

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 "**GENESIS SUNRISE**" at Shibtala, Arrah.
2. Drains & Sewages of "**GENESIS SUNRISE**" at Shibtala, Arrah. (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

GENESIS RESIDENCY
Partner
Tajmeer

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 "**GENESIS SUNRISE**" at Shibtala, Arrah.

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;

GENESIS RESIDENCY
Shibtala
Partner

- 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;

GENESIS RESIDENCY
Harpreet Kaur
 Partner

- 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

GENESIS RESIDENCY
Srinivasulu
 Partner

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

GENESIS RESIDENCY

Partner