

DEED OF CONVEYANCE

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

ERS

M. R. DEVELOPERS

Debanjan Roy
Partner

THIS SALE DEED IS MADE ON THIS THE ___ DAY OF ___, 2020

BETWEEN

(1) **SRI NEMAI CHANDRA BHATTACHERJEE [PAN-AZSPB1053H]** Son of Late Anil Bhattacherjee, by faith-Hindu, Nationality Indian, by occupation Retired Person, resident of 3/309, -H.F.C Township, P.O.- Bidhannagar, P.S.-New Township, Dist- Pachim Bardhaman, W.B, India, PIN- 713212,

SMT DULALI SUR [PAN-DFRPS7329M] Wife of Sri, Narayan Chandra Si Hindu, by nationality Indian, by occupation housewife, resident of A-5, Sai P.O.-Bidhannagar, P.S- New Township, Dist- Paschim Bardhaman W.B, India, PIN-713212, India, represent by their lawfully constituted attorney Partner of **M.R. DEVELOPERS [PAN-ABKFM5807G]** (A Partnership Firm) having its registered office at C/3, Purabi Sarani, P.O.-Bidhannagar, P.S- New Township, Dist-Pachim Bardhaman, W.B, India, PIN-713212, India, represented by its **Partners (1) MR PROTIK ROY [PAN-AUZPR4501N]** S/o Sri, Sukhendu Roy, by faith Hindu, by nationality Indian, by occupation business residing at Village & Post- Bamunara, P.S.-Kanksa, Durgapur, PIN-713212, Dist- Paschim Burdwan, W.B, India, **(2) MR RAHUL ROY [PAN-AUIPR8398G]** S/o Sri. Pradip Roy, by faith Hindu, by nationality Indian, by occupation business, residing at Village & Post-Bamunara, P.S.-Kanksa, Durgapur, PIN-713212, Dist- Pachim Bardhaman, W.B, India, **(3) SMT CHUMKI MAJI [PAN-CWKPM7673R]** D/o Sri. Nirod Baran Mondal, by faith Hindu, by nationality Indian, by occupation business, residing at Sector 2C, C/3, Purabi Sarani, P.O.- Bidhannagar, P.S.- New Township, Durgapur, PIN- 713212, Dist- Pachim Bardhaman, W.B., India, **(4) MR. DEBANJAN ROY [PAN-BACPR6481H]** S/o Sri. Dilip Kumar Roy, by faith Hindu, by nationality-Indian, by occupation Business, residing at Village & Post-Bamunara, P.S.-Kanksa, Durgapur, PIN-713212, Dist- Pachim Bardhaman, W.B., and the same has been duly registered before the **A.D.S.R. Durgapur Vide Deed No. I-020604689 for the year 2019, Page No. 70346 to 70370, Volume No. 0206-2019 and Vide Deed No. I-020604687 for the year 2019, Page No. 105772 to 105799, 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

M.R. DEVELOPERS [PAN- ABKFM5807G] (A Partnership Firm) having its registered office at C/3, Purabi Sarani, P.O.-Bidhannagar, P.S- New Township, Dist-Pachim Bardhaman, W.B, India, PIN-713212 (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

M. R. DEVELOPERS
Debanjan Roy
Partner

(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 Tulusi Mukherjee was recorded owner of the schedule mentioned land, she sold the Schedule mentioned land to present owner vide deed No- 6001 for the year 1988 of A.D.S.R. Durgapur and after that he mutated his name in L.R. R.O.R.

AND WHEREAS the first part desire to develop the first schedule property by construction of multistoried building up to maximum limit of floor consisting of so many flats and parking space etc as approved by Malandighi Gram Panchyat but the owner has not the sufficient fund for the development work and for this reason first part is in search of a developer for the said development work.

AND WHEREAS the First Part herein has approached the Second Part And whereas the Second part after considering various aspects of execution of the project and proposals of the Owners, has decided to construct multistoried building there- at, consisting of apartments and flat with the object of selling such flats/apartments to the prospective purchasers and the Second Part has accepted the proposal of First Part.

WHEREAS Sri Tulusi Mukherjee was recorded owner of the schedule ment she sold the Schedule mentioned land to Smt Nila Mukherjee wife of S Mukherjee vide deed No-587 for the year 1989 of A.D.S.R. Durgapur and aft Nila Mukherjee wife of Sri Niranjan Mukherjee transferred the same to present vide deed No- 4901 for the year 1997 of A.D.S.R. Durgapur and after that her name in L.R. R.O.R.

AND WHEREAS the first part desire to develop the first schedule p construction of multistoried building up to maximum limit of floor consisting many flats and parking space etc as approved by Malandighi Gram Panchayet owner has not the sufficient fund for the development work and for this i part is in search of a developer for the said development work.

AND WHEREAS the First Part herein has approached the Second Part And whereas the Second part after considering various aspects of execution of the project and proposals of the Owners, has decided to construct multi-storied building there-at, consisting of apartments and flat with the object of selling such flats/apartments to the prospective purchasers and the Second Part has accepted the proposal of First Part.

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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 MALANDIGHI GRAM PANCHAYAT 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 **M.R. DEVELOPERS [PAN-ABKFM5807G]** Being a Partnership firm, having its registered office at C/3, Purabi Sarani, P.O.-Bidhannagar, P.S- New Township, Dist-Pachim Bardhaman, W.B, India, PIN-713212 the Developer and described the other part herein offered it to undertake the jobs of construction of G+4 (Four) 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+4 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 MALANDIGHI 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 Agreement on 29th Day of July 2019 vide Deed No. 020604687/2019, Volume No. 0206-2019, Page from 105772 to 105799 and another Development Agreement

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on 29th Day of July 2019 vide Deed No. 020604689/2019, Volume No. 0206-2019, Page from and Development of Power of Attorney on 9th September 2019 Deed No. 020605412/2019, Volume Number 0206-2019, Page from 122461 to 122480 and Deed No. 020605413/2019, Volume Number 0206-2019, Page from 122481 to 122500 which is Registered before A.D.S.R. at Durgapur and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

AND WHEREAS the plan has been sanctioned and approved by **MALANDIGHI GRAM PANCHAYAT** for the construction of G+4 (Four) storied building as per **Memo Plan No. MGP/371/2020 Date : 11/06/2020**

AND WHERE AS the purchaser being interested to purchase a flat in the "RUDRANIL 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 "RUDRANIL APARTMENT" at Arrah, Bidhanpark, Durgapur - 713212 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

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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.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring **5 Cottah or 8.25 (Eight point Twenty Five) Decimal or 333.87 Sqm.** more or less comprising within appertaining to Dag No. R.S. 1654, L.R. 2425/3280, L.R. Khatian Nos. 1559, 1673, Mouza : Arrah, J.L. No. 91, P.S. Kanksa under Malandighi Gram Panchayat, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

BUTTED AND BOUNDED BY:

ON THE NORTH : Madhab Banerjee
ON THE SOUTH : Keka Banerjee & Plot No. 38
ON THE EAST : 30 Feet Wide Road
ON THE WEST : S.K.Bhattacharya & Plot No. 20

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 "RUDRANIL APARTMENT" at Arrah at the land as described in the

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

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2. Drains & Sewages of "RUDRANIL APARTMENT" at Arrah Bidhan Park, Durgapur. (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 "RUDRANIL APARTMENT" at Arrah Bidhan Park, 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;

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- 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

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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

M. R. DEVELOPERS
Debarjan Roy
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

DEBANJAN ROY as a constituted
Attorney of Sri NEMAI CHANDRA
BANERJEE and Smt. DULALI SUR

M. R. DEVELOPERS

Debanjan Roy
Partner

SIGNED AND DELIVERED

By the OWNER (S)

M. R. DEVELOPERS

Debanjan Roy
Partner

SIGNED AND DELIVERED

By the Developer (S)

WITNESSES:

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**