

DEED OF CONVEYANCE

District : **PaschimBardhaman**
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 ___,2020

BETWEEN

(1) Mrs SHANTIMOYEE SINGHA [PAN- DCHPS1511L] W/o Late Sukumar Singha by Occupation : House Wife, by faith – Hindu, Nationality : Indian, Resident of Vill + PO Arrah, Kanksa, Durgapur – 713212, Dist : Paschim Bardhaman, West Bengal

(2) Mrs KRISHNA SINGHA [PAN – GFDPS5868N] W/o Mr. Uttam Singha, by Occupation – House Wife, Nationality – Indian, by faith – Hindu, Resident of Mouza – Bikna, sonamukhi, Dist : Bankura, West Bengal

(3) Mr BISHNU CHARAN SINGHA [PAN- CFP[S7703D] s/O Lae Sukumar Singha, by Occupation – Service, Nationality – Indian, by Faith – Hindu, Resident of Vill + PO : Arrah, Kanksa, Durgapur – 713212, Dist : Paschim Bardhaman, West Bengal

(4) Mrs JYOTSNA SINGHA [PAN – HDJPS8245G] D/o Kameshwar Singha W/o Late Biswarup Singha, by Occupation : Housewife, Nationality – Indian, by Faith – Hindu, Resident of Mouza : Rampur, Hamirhati, Sonamukhi, Dist : Bankura, Pin – 722207, West Bengal represent by their lawfully constituted attorney Partner of **BANERJEE BUILDERS [Pan : AAOFB3173H]** (Partnership Firm), having its registered office at Karangapara, D-Math, Durgapur – 713201, PS : Coke Oven, Dist : Paschim Bardhaman, West Bengal and the same has been duly registered before the **A.D.S.R. Durgapur Vide Deed Deed No. I-020604769 for the year 2018, Page No. 86526 to 86550, Volume No. 0206-2018** herein after referred to as **“THE OWNER”** (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

M/s. BANERJEE BUILDERS [Pan : AAOFB3173H] (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 the aforetasted vendor(s) No. : 01 is the absolute owner of the below schedule property as the purchased the said property from Debendranath Chattaraj S/o Lt. Bholanath Chattaraj by virtue of Deed of Sale being Deed No. : I-4901 for the year 1970 Dtd. 24/09/1970 and subsequently recorded her name in the L.R.R.O.R. being LR Khatian No. 01127 and further more the other part and parcel of the said premises as below mentioned being the property of Sukumar Singha S/o Lt. Nandalal Singha which is duly recorded in the ROR being LR Khatian No. 680/1; moreover after the demise of the one said Sukumar Singha S/o Lt. Nandalal Singha Dt. 24/08/2009 the said property was inherited by his legal heirs being Vendor No. 01 to 04 as stated above as per Hindu Law of Succession; as they (legal heirs of Late Sukumar Singha) have claimed to be the deceased's only and surviving legal heirs as shown in the Affidavit which was executed by one of his legal heirs Dt. 15/03/2018 before the Ld. First Class Judicial Magistrate at Durgapur Court. Having said that and since then the aforestated vendor(s) has been in possession and enjoyment of the Schedule property and paying taxes and levies thereon & is free from all such encumbrances, lines and appendages thereto and without any interferences, objection interruption from anybody having permanent, heritable and transferrable right, title and interest therein as he/they became the owner(s) of the land and forming part of the R.S. Plot No. 01596 (P) more-fully described in the schedule hereto.

WHEREAS the First Party(s) as aforementioned are the absolute and lawful owners of the immovable property as schedule below and since then they 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 they said property was entered in the name(s) of the First Party in the records of the landlord, the

State and which has been exercising all acts of ownership over said landed property without any disturbances from any corners 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.

WHEREAS by a Registered Development Agreement being Deed No. I-020602625, Serial No. 0206002621 recorded Volume No. 0206-2018 from Pages 48551 to 48583 for the year 2018 before the A.D.S.R. Office, Durgapur duly executed by me/us of the **ONE PART** and the above mentioned Developers of the **OTHER PART**, we've agreed to develop the said part and parcel of the land measuring **027 (Twenty-seven) Decimals** be the same a little more or less hereinafter referred to as the said property more particularly described in the Schedule hereunder.

AND WHEREAS the first party(s) is desired to get the aforesaid landed property developed into Multi-storied Housing / Commercial Complex constructed thereon through 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 Housing / Commercial complex upon the said below schedule landed property;

NOW THEREFORE the desire to develop the First schedule property by construction of a multi-storied building up to the maximum limit of floor consisting of so many flats, unit(s), complex(s), and parking space(s), etc. as per plan approved by Zila Parishad/Panchayat and /or other competent authority(s); and the owners/ vendors of not having sufficient fund and source for the development and construction work and for the said reason the First Party(s) is in search of a Developer/Promoter for the said development and construction work and as such & after prolonged discussion among the party(s) assign and appoint the second party(s) as Developer(s) to develop and construct the said property forming into a residential /commercial complex(s).

NOW THEREFORE the Vendor(s), hereinafter referred to as the said Executant(s) as aforesaid wishes to grant the Developer(s) a Power of Attorney in their favour to enable them to set such necessary plans and such other documents that has to be sanctioned by Malandighi Gram Panchayat /

Zila Parishad another other concerned authority(s) and to start such inceptive works of construction unto the said land and to do all other acts and things which we've agreed to do it is more fully mentioned hitherto that till the Said Development Agreement subsists we shall not transfer any of the part and parcels and/or our said share in the said landed property to any other third party(s) or persons(s) that shall create encumbrance unto the said landed property(s) 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 27 Decimal (Twenty Seven) decimal more or less comprising within appertaining to RS Plot No. 01596 (P), LR Plot No. 02133, LR Khatian No. 01127, 06780/1, Mouza : Arrah, J.L. No. 091 under Molandighi Gram Panchayat, PS : Kanksa 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 **BANERJEE BUILDERS** vide Development Agreement deed No- I-020602625 for the year 2018, Page No. 48551 to 48583, Volume No. 0206-2018 and execute a Development power of attorney in favour of **M/s. BANERJEE BUILDERS**, Vide deed No. I- 020604769 for the year 2018, Volume Number 0206-2018, Page from 56526 to 86550 of the A.D.S.R. Durgapur, West Bengal

AND WHEREAS the plan has been sanctioned and approved by **MOLANDIGHIS GRAM PANCHAYAT** for the construction of G+6 storied building as per **Building Plan No. Memo No. MGP/562/2019 Date : 16/08/2019**

AND WHERE AS the purchaser being interested to purchase a flat in the "**DIKSHA 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 "**DIKSHA APARTMENT**" at 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., 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 **27 Decimal (Twenty Seven) decimal** more or less comprising within appertaining to RS Plot No. 01596 (P), LR Plot No. 02133, LR Khatian No. 01127, 06780/1, Mouza : Arrah, J.L. No. 091 under Molandighi Gram Panchayat, PS : Kanksa,

A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

BUTTED AND BOUNDED BY:

ON THE NORTH : RS Plot No. 1596, LR Plot No. 2133

ON THE SOUTH : RS Plot No. 1596, LR Plot No. 2133

ON THE EAST : 40'-00" Wide Metal Road

ON THE WEST : RS Plot No. 1596, LR Plot No. 2133

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

Sri SURJA SEKHAR BANERJEE as a constituted Attorney of Mrs. SHANTIMOYEE SINGHA, Mrs KRISHNA SINGHA, Mr. BISHNU CHARAN SINGHA, Mrs JYOTSNA SINGHA

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**