

DEED OF CONVEYANCE

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

TAPOBAN HOUSING DEVELOPMENT PVT. LTD

Subscribed By


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

BETWEEN

- (1) Sri ANUP PURAKAYASTHA [PAN AHOPP4591L] son of Late Chandrajeet Purakayastha, by faith-Hindu, by Occupation - Business, by Nationality- Indian, resident of 3/19 Sepco Township, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal
- (2) Smt CHANDANA PURAKAYASTHA [PAN : AZIPP3919L] wife of Sri Anup Purakayastha, by faith-Hindu, by Occupation - Business, by Nationality-Indian, resident of 3/19 Sepco Township, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal
- (3) Sri MADHUSUDAN SAHA [PAN : AKQPS6374K] son of Late Makhanlal Saha, by faith - Hindu, by Occupation - Business, by Nationality - Indian, resident of M3/3, Ramkrishna Pally, Gurudwara Road, Durgapur - 713213, Dist : Paschim Bardhaman, West Bengal
- (4) Smt RATNA SAHA [PAN : AJEPS1057Q] wife of Sri Madhusudan Saham by faith - Hindu, by Occupation - Business, by Nationality - Indian, resident of M3/3, Ramkrishna Pally, Gurudwara Road, Durgapur - 713213, Dist : Paschim Bardhaman, West Bengal
- (5) Sri PANKAJ MUKHERJEE [AJOPM7641Q] son of Late Swapan Kumar Mukherjee, by faith - Hindu, by Occupation - Business, by Nationality - Indian, resident of 1/9 Debinagar, Agrani Lane, Benachity, Durgapur - 713213, Dist : Paschim Bardhaman, West Bengal
- (6) Dr. MALAYA MUKHERJEE [ALSPM9084D] wife of Sri Pankaj Mukherjee, by faith - Hindu, by Occupation - Doctor, by Nationality - Indian, resident of 1/9 Debinagar, Agrani Lane, Benachity, Durgapur - 713213, Dist : Paschim Bardhaman, West Bengal,; herein after referred to as "THE OWNER" (which term shall include his heirs, executors, representatives and assigns) of the FIRST PART

AND

TAPOBAN HOUSING DEVELOPMENT PRIVATE LIMITED (PAN No.: AADCT8970A) having its registered office at 1/9 Debinagar, Benachity, Durgapur - 713213, Dist : Paschim Bardhaman, West Bengal, India represented by its Partner namely: -

TAPOBAN HOUSING DEVELOPMENT PVT. LTD
Sahwari Roy

(1) **Sri PANKAJ MUKHERJEE [AJOPM7641Q]** son of Late Swapan Kumar Mukherjee, by faith - Hindu, by Occupation - Business, by Nationality - Indian, resident of 1/9 Debinagar, Agrani Lane, Benachity, Durgapur - 713213, Dist : Paschim Bardhaman, West Bengal

(2) **Sri ANUP PURAKAYASTHA [PAN AHOPP4591L]** son of Late Chandrajeet Purakayastha, by faith-Hindu, by Occupation - Business, by Nationality-Indian, resident of 3/19 Sepco Township, B-Zone, Durgapur - 713205, Dist : Paschim Bardhaman, West Bengal

(3) **Sri MADHUSUDAN SAHA [PAN : AKQPS6374K]** son of Late Makhanlal Saha, by faith - Hindu, by Occupation - Business, by Nationality - Indian, resident of M3/3, Ramkrishna Pally, Gurudwara Road, Durgapur - 713213, 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 handover owning possessing and seizing of a land measuring about 217 decimal comprised at and under Mouza Bamunara, JL No. 58, PS : Kanksa, Durgapur - 713212, District : Paschim Bardhaman. The property more fully mentioned and describe in the First Schedule is purchased property of the First Part they purchased the same by didn't or registered sale deed vide no. I-2091 of 2011 of A.D.S.R. Durgapur, sale deed vide no. I-5292 of 2011 of A.D.S.R. sale deed vide no. I-2089 of 2011 of A.D.S.R. Durgapur and sale deed vide no. I-5300 of 2011 of A.D.S.R. Durgapur and their name recorded in L.R.R.O.R. from the date of purchase Landowners rightfully owning and possessing the schedule mentioned property.

WHEREAS the second part are desirous to launch multiple housing complex at Durgapur and keeping the view in mind in the process of giving a concrete real shape of their such desire and dream are in quest of suitable plots of land as per their choice in that area/locality, for their proposed project, accepted the proposal of the First Part for

inclusion of the Land mentioned in the First Schedule owned and possessed by the First Part, within their proposed project area, after checking the documents related to the ownership of the land, feasibility of construction and viability of the project and has decided to construct multistoried building threat, consisting of flats and apartments along with car parking spaces etc. with the object of selling such flats/apartments to the prospective purchasers.

The Vendor bind himself to declare that schedule below plot have not been gifted, sold out, transferred or indemnified for any liability or entered into any agreement with any third party or sub-judic of any court of been notified for any kinds of requisition and vendors sale out the same to purchaser having good marketable title without any kinds of encumbrances.

AND WHEREAS the PURCHASER shall be factually, legally entitled to get their name recorded in the records B.L. & L.R.O. during settlement and to mutate their name into the Rent Roll or Govt. of West Bengal, and will be able to pay any rent, rates and charges without any connection or concerned whatsoever with the VENDOR.

The purchaser shall regularly pay holding taxes, land taxes in respect of their purchased scheduled plots to their free choice.

AND WHEREAS by virtue of this sale deed the Vendor Company does hereby convey, transfer and assigns all right, title, interest along with all necessary benefits, advantages, drains, paths, easements privileges and other interest which at anytime had or now have in any manner covering both in law & equity free from any encumbrances whether factual or implied or latent whatsoever in favour or purchaser company shall be able to use, occupy, enjoy the schedule property and every part thereof quite peacefully, freely, and to the exclusion of others and as such the vendor company jointly and severally shall keep the purchaser company.

AND WHEREAS the vendor company bind themselves singly and jointly to execute deeds, things at the request and cost of the purchaser company to do and execute or cause to be done anything which may effectually necessary for the purchaser company to enjoy the property more fruitfully and factually according to the true meaning and intent of this Deed of Sale.

AND WHEREAS the vendor company further agreed to bind himself that he or his successor shall be liable to pay previous dues or charges or impositions before execution of this Deed if Demanded either by any authority or by third party. The vendor company bind themselves to declare that schedule below have not been gifted any way, sold out, transferred or indemnified for any liability or created equitable mortgage or entered for agreement to sale with any third party, or being sub-justice of any court or authority or any concern, or been notified for

TAPOBAN HOUSING DEVELOPMENT
Sudipto Roy

requisition hereinabove and the vendor company sale out the same to the present purchase company having good saleable and marketable title without any encumbrance whatsoever.

WHEREAS 100 Decimal under Mouza-Bamunara, J.L.No-58, L.R. Plot No. 641, 640, 4427, R.S. Plot No. 853, 5006, 5006(P), 4512, 842/5006 under the jurisdiction of Gopalpur Gram Panchyat, PS : Kanksa, Dist- Paschim Bardhaman, West Bengal

AND WHEREAS the plan has been sanctioned and approved by **GOPALPUR GRAM PANCHAYAT** for the construction of G+11 storied building as per **Ref. No. GOP/93** Dated 29/01/2012

AND WHERE AS the purchaser being interested to purchase a flat in the " **TAPOBAN HOUSING PHASE II**" 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 " **TAPOBAN HOUSING PHASE II**" at **Bamunara** 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.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring **100** Decimal under Mouza- Bamunara, J.L.No-58, L.R. Plot No. 641, 640, 4427, R.S. Plot No. 853, 5006, 5006(P), 4512, 842/5006 under the jurisdiction of Gopalpur Gram Panchyat, PS : Kanksa, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

BUTTED AND BOUNDED BY:

- North:-** 40 Feet Wide Kachha Road
South:- R.S Plot No. 853
East:- R.S Plot No. 852 & 853
West:- R.S. Plot No. 842/4237, 846, 847, 850, 854

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

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 "TAPOBAN HOUSING PHASE II" at Bamunara.
2. Drains & Sewages of "TAPOBAN HOUSING PHASE II" at Bamunara. (Save inside the Block).

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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 "**TAPOBAN HOUSING PHASE II**" at Bamunara.

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

WITNESSES:

SIGNED AND DELIVERED
By the OWNER (S)

TAPOBAN HOUSING DEVELOPMENT PHASE I PVT. LTD
Sabwato Roy

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