

**DEED OF CONVEYANCE**

**District** : **Paschim Bardhaman**

**Mouza** : **Fuljhore**

**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**

**(DA MAISON**, Being a Partnership Firm, **(PAN AAHFD5742M)** having its registered office at C-13, Street No. 3, Central Park, PO : City Center, PS : Durgapur, Dist : Paschim Bardhaman, West Bengal, India, Pin : 713216, Represented by its partner **(1) Mr. INDROJIT BANERJEE (PAN - ANGPB7747L)**, s/o Biswajit Banerjee, by faith Hindu, by Nationality India, Occupation Business, Resident of Plot No. Y-3, Zonal Center, J.P. Avenue, PO + PS : Durgapur, Dist : Paschim Bardhaman, West Bengal, India, Pin : 713211 **(2) Mr. ANIRBAN CHATTERJEE (PAN - AFZPC6449R)**, s/o Amitava Chatterjee, by faith Hindu, Nationality : Indian, Occupation : Business, Resident of C-13, Street No. 3, Central Park, City Center, PS : Durgapur, Dist : Paschim Bardhaman, West Bengal, India, Pin : 713216, represent by their lawfully constituted attorney Director of **KESHOB REAL ESTATE PVT. LTD. (PAN AADCK7174M)** directors are **(1) Sri KUNTAL BHATTACHARJEE (PAN-AKQPB6315F)** s/o Late Bamadas Bhattacharjee by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Vill : Bamunara, Post : Arrah, Durgapur, Pin - 713212, Dist : Paschim Bardhaman, West Bengal **(2) Sri SABYASACHI CHATTERJEE (PAN - AGXPC79121)** s/o Late Sridhar Chatterjee by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Vill : Bamunara, Durgapur, Pin - 713212, Dist : Paschim Bardhaman, West Bengal **(3) Sri DIPANKAR DUTTA (PAN- AKOPD5526A)** s/o Sri Subodh Dutta, by nationality - Indian, by faith - Hindu, by occupation - Business, residing at Village + PO : Bamunara, PS : Kanksa, Durgapur -713212, Dist : Paschim Bardhaman, West Bengal **(4) Sri BISWANATH DEY (PAN-AIHPD67304)** s/o Kartick Dey by nationality - Indian, by faith - Hindu, by occupation - Business **(5) Srimati SRIJA BHATTACHARYA (PAN ASVPB1106F)** residing d/o Swapan Mukherjee at Bamunara Bhattacharya Para, Gopalpur, Kanksa, Durgapur-713212, Dist : Paschim Bardhaman, West Bengal **(6) Sri SOUMITRA MUKHERJEE (PAN-AHTPM9004C)** s/o Sri Madhusudan Mukherjee, residing at Gogra, Bankura - 722137, by faith Hindu, nationality Indian, occupation - Business, [**Vide Deed No. 020603121 for the year 2019 of Durgapur, Page from 70797 to 70829**] herein after referred to as "**THE OWNER**" (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

**AND**

**KESHOB REAL ESTATE PVT. LTD. (PAN AADCK7174M)** Registered Office S.S.B. Sarani, Sec-2A, Plot No. 1A/04, 2<sup>nd</sup> Floor, Room No. 06, Durgapur - 713212, 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 present Land Owners owning and possessing a land measuring about 10.32 katha or 17.028 decimals in the name of Da Maison under the jurisdiction of Durgapur Municipal Corporation, Mouza : Fuljhore, Dist : Paschim Bardhaman. They purchased the same by virtue of a registered Deed of Sale having ref. no. I-020605328 in the year of 2016 from the office of A.D.S.R. Durgapur and the name of owners has been recorded BL & LRO’s Office Faridpur, Durgapur

**AND WHEREAS** the First Part desired to develop the property as mentioned in First schedule by construction of a multi storied building and parking space etc. as approved by Durgapur Municipal Corporation and all other competent authority. The First Part has already taken no objection certificates from all statutory authorities like ADDA, WBF&ES, BL & LRO, DFO etc. The owners have also conducted sub soil investigation on the land as mentioned in First Schedule. However, due to insufficient resources the First Part have decided to subject the development work and were in search of a competent Developer for the said Development work.

**AND WHEREAS** the First Part herein approached the Second Part and whereas the Second Part after considering various aspects of execution of the project and proposals of the Owners, have decided to construct the said multistoried building on the land as mentioned in First Schedule consisting of apartments/flats, car parking space and all underground and surface utilities as per the approved drawing from Durgapur Municipal Corporation complete in all respect with the object of selling such flats/ apartments car parking space etc. to the prospective purchasers and whereby the Second Part has accepted proposal of First Part as mentioned above.

**AND WHEREAS** the Developer shall have to provide Rs. 18,00,000/- (Rupees Eighteen Lakh Only) to the Owners as advance consideration out of which Rs. 10,00,000/- (Rupees Ten Lakh Only) shall be adjusted from Owner’s area of 31% super built area considering market value at the time of sale and Rs.8,00,000/-

(Rupees Eight Lakh Only) shall be paid in two installments. The first installment of Rs.5,00,000/- (Rupees Five Lakh Only) to be paid at the time of registry of this development agreement and the balance Rs.3,00,000/- (Rupees Three Lakh Only) within 3 (Three) months from the date of registry of this development agreement.

**AND WHEREAS** all future expenses as required for the development/construction/completion of the project whatsoever, as required to be incurred from the life time of the project over the land mentioned in First Schedule, shall be borne fully by the Developer and the Owners shall not be liable to make any such type of payments.

**WHEREAS** 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 **KESHOB REAL ESTATE PVT. LTD. (PAN – AADCK7174M)** vide Development Agreement deed No- **020603121** for the year 2019, Page from **70797 to 70829** of A.D.S.R. Durgapur and execute a Development power of attorney in favour of **KESHOB REAL ESTATE PVT. LTD. (PAN – AADCK7174M)** vide deed No- ..... for the year 2020 of A.D.S.R. Durgapur

**AND WHERE AS** the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of G+4 storied building as per Building Memo No. **DMC/BP/CB/394/17** Dated 6<sup>th</sup> June 2019

**AND WHERE AS** the purchaser being interested to purchase a flat in the "**KESHOB NIBAS**" 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 "**KESHOB NIBAS**" at Bidhan Park, Fuljhore 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 **17.028 (Seventeen point zero twenty eight) decimal or 10.32 Cottah** under Mouza : Fuljhore, J.L. No. 107, out of which (1) 2.5 Katha having L.R. Plot No. 3529, R.S. Plot No. 962, Baid at present usable as Bastu (2) 6.12 Katha having L.R. Plot No. 3527, R.S. Plot No. 963, Baid at present usable as Bastu and (3) 1.70 Katha having L.R. Plot No. 3528, R.S. Plot No. 963, Baid at present usable as Bastu. All are under L.R. Khatian No. 6579, under Durgapur Municipal Corporation, PS : New Township, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, **West Bengal**, under the jurisdiction of DURGAPUR MUNICIPAL CORPORATION Dist-Burdwan presently Paschim Bardhaman

**BUTTED AND BOUNDED BY:**

**ON THE NORTH** : R.S. Plot No. 964  
**ON THE SOUTH** : 16 Feet Wide Kancha Road  
**ON THE EAST** : R.S. Plot No. 963  
**ON THE WEST** : R.S. Plot No. 962

**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 "**KESHOB NIBAS**" at Bidhanpark, Fuljhore 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 KESHOB NIBAS at Bidhan Park, Fuljhore.
2. Corridors of KESHOB NIBAS at Bidhan Park, Fuljhore. (Save inside any unit).
3. Drains & Swears of KESHOB NIBAS at Bidhan Park, Fuljhore. (Save inside any unit).
4. Exterior walls of KESHOB NIBAS at Bidhan Park, Fuljhore.
5. Electrical wiring and Fittings of KESHOB NIBAS at Bidhan Park, Fuljhore. (Save inside any unit).
6. Overhead Water Tanks of KESHOB NIBAS at Bidhan Park, Fuljhore.
7. Water Pipes of KESHOB NIBAS at Bidhan Park, Fuljhore.
8. Lift Well, Stair head Room, Lift Machinerics of KESHOB NIBAS at Bidhan Park, Fuljhore.
9. Pump and Motor of KESHOB NIBAS at Bidhan Park, Fuljhore.

**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 KESHOB NIBAS at Bidhan Park, Fuljhore.
2. Drains & Sewages of KESHOB NIBAS at Bidhan Park, Fuljhore. (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 KESHOB NIBAS at Bidhan Park, Fuljhore.

**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

**SABYASACHI CHATTERJEE** as a  
constituted Attorney of DA MAISON  
Represented by its partner  
**INDROJIT BANERJEE** and  
**ANIRBAN CHATTERJEE**

**WITNESSES:**

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

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**SIGNED AND DELIVERED**  
**By the Developer (S)**

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**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**