

DEED OF CONVEYANCE

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

BALAJEE DEVELOPERS
Ranjit Kumar Partner

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

BETWEEN

- (1) Mrs. KRISHNAMOYEE POBI [PAN-APXPP2931B] [Aadhaar No. 598631199016] Wife of Mr. Sanjib Pobi, by faith-Hindu, by Nationality- Indian, resident of AN-1, Malcos Sarani, Sector 2C, Bidhannagar, Durgapur – 713212, Dist : Paschim Bardhaman, West Bengal
- (2) Mrs. RAMA MANDAL [PAN : AQOPM4556B] [Aadhaar No. 934574964447] wife of Mr. Sushanta Kumar Mondal, by faith-Hindu, by Nationality-Indian, resident of Flat No. 123, Aster Vijaya Gardens, Baridih, District : Purbi Singhbhum, Jharkhand – 831017
- (3) Mr. SHUVRO CHATTARAJ [PAN : AFMPC9030R][Aadhaar No. 388641659084] son of Mr. Nabin Chattaraj, by faith – Hindu, by Nationality – Indian, by Occupation – Business, resident of Village + Post Bamunara, Durgapur – 713212, PS : Kanksa, Dist: Paschim Bardhaman, West Bengal
- (4) Mrs. MINATI CHATTERJEE [PAN-ASPPC4874N] Wife of Mr. Prabhat Kumar Chatterjee, by faith-Hindu, by Occupation – Business, by Nationality- Indian, resident at Benuban, PO : Bamunara, PS : Kanksa, Dist : Paschim Bardhaman, West Bengal, Pin : 713212, herein after referred to as “THE OWNER” (which term shall include his heirs, executors, representatives and assigns) of the FIRST PART

AND

BALAJEE DEVELOPERS (PAN No.: AAPFB6600C) a partnership firm having its registered office at Flat No. 2A, 23 Gangadhar Basu Lane, PO : Bowbazar, Dist : Kolkata, Pin : 700012, West Bengal, India represented by its Partner namely: -

Mr. PANKAJ MUKHERJEE (PAN No. AJOPM7641Q) [AADHAAR No. 672187918111] son of Late Swapan Kumar Mukherjee, by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of B-132, Aldrin Path, Bidhannagar, Durgapur – 713212, PS : New Township, 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

BALAJEE DEVELOPERS
Pankaj Mukherjee 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 [1] Mrs. KRISHNAMOYEE POBI [2] Mrs. RAMA MANDAL also purchased a vacant land from minor Aditya Narayan Hazra represented by its guardian Jiban Krishna Hazra which minor Aditya Narayan Hazra acquired by way of regd deed of 2787 of 2013 and it was duly registered at Sub-Registry office at Durgapur and thereafter minor Aditya Narayan Hazra represented by its guardian Jiban Krishna Hazra transferred an area measuring about 22 Decimal by way of Regd Deed of sale being no. 020608217 of 2015 in respect of plot no. RS 926, 927 LR 720, 721

AND WHEREAS the landowners being desirous of developing the property have agrees to appoint the Developers to Develop the property for which the landowner already executed development agreement vides deed no. **8321 of 2015** in favour of the Balajee Developers and due to paucity of fund the partnership firm i.e., the developer company is not in a position to develop the schedule below land and thereafter both the landowner and developer is desirous to cancel the previous development agreement and the same has been registered as **Cancellation of Development Agreement** being no. **020600156 of 2018** and being desirous to entered into a fresh development agreement for construction new building over the said property strictly in accordance with plan which may be sanctioned by the gram panchayat and Zilla Parishad Burdwan duly complying with all prevailing rules and laws applicable and in accordance with the terms and conditions.

WHEREAS the Landed property delineated as in schedule 'A' hereunder firstly belonged to on Satya Narayan Chatterjee s/o Late Satyendra Chatterjee to the extent of 5.44 Katha and being in lawful possession and ownership over the said schedule property the one Satya Narayan Chatterjee s/o Late Satyendra Chatterjee transferred and area admeasuring 5.44 katha to one Shri Goutam Kumar Das s/o Chinmoy Charan Das vide two Deed of Sale being No. I-477 and I-478 for the year 1998 registered before the Office of the ADSR at Durgapur.

WHEREAS thereafter which in lawful possession and ownership over the said schedule property the one Shri Goutam Kumar Das transferred an area admeasuring 5.44 Katha to the present vendor being Mr. Shuvro Chattaraj vide Deed of Sale being No. I-278/2007 registered before the Office of the ADSR at Durgapur and as such recorded

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his name before the Office of the BL & LRO, Kanksa in LR Khatian No. 2682 and aftermath of which has converted the land to Bastu of the said Plot of Land over RS Plot No. 799 (P) appertaining to L.R. Plot No. 583 vide Conversation Case No. 615/13 dated 30/01/2014 as per the relevant provision of the WBLR Act; of which and until now the present vendor is in uninterrupted possession and ownership having every unfettered right, title and interest therein as they because the owners(s) of the land and forming part of the R.S. Plot No. 799 more-fully described in the schedule hereto.

ANDWHEREAS Dinanath Goswami & Ramanath Goswami acquired a piece of land by way of succession & inheritance thereafter they transferred and area of 7 katha 4 chittak or 12 decimal by way of regd deed of Sale being no. 863 of 1993 and transferred and area of 1 decimal by way of regd deed of sale being no. 6937 of 2014 in favour of the present landowner and her name duly recorded in the role of BL & LRO under Khatian No. 1632

AND WHEREAS the vendor is urgent need of money and as such the vendor agreed to dispose the schedule mentioned property by way of sale.

AND WHEREAS the purchasers who are in search of such plot for **Residential purpose** hereby expressing their intention to buy out the same agreed with the vendor for absolute sale to them of the schedule below land with building at price of Rs. 30,00,000/- (Thirty Lacks) only which already paid in cash as such the vendor do hereby confirm regarding receipt of sale consideration by putting her signature in this deed.

AND WHEREAS by virtue of this Sale Deed the VENDOR convey, transfer, assign and relinquish all right, title, interest along with necessary benefits, advantages, drains, paths, easement privileges and other interests which at any time had or now have in any manner covering both in law and enquiry free from any encumbrance either factual or implied or latent whatsoever in favour of purchaser for good so that the purchaser shall be able to use, occupy, enjoy the schedule the property and every part thereof quite peacefully, freely and clearly to the exclusion of others and as such vendor shall keep the PURCHASER harmless and indemnified from any charges, attachments, executions, encumbrances, if any existed formerly or existing at the date of transfer which are not known to the PURCHASER.

AND WHEREAS the VENDOR bind himself to execute Deeds, things, at the request and cost of the purchaser to do and execute or cause to be done anything which may effectual necessary for the PURCHASER to enjoy the property more fruitful and factually according to the true meaning and intent of this deed of conveyance.

AND THAT SAID PURCHASER shall and may from time to time and all times hereafter peaceable and quite enter upon, have, hold, occupy passes and enjoy the property hereby sold and receive and take the rents, issues and profits thereof and of every part

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Rajiv Kumar
Partner

thereof, without any let or hindrance whatsoever from only the said VENDOR or by any person, or persons claiming from, under or in trust of there.

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 requisition hereinabove and the vendor company sale out the same to the

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Ranjit Mehta
P.R. No. 10/2014

present purchase company having good saleable and marketable title without any encumbrance whatsoever.

WHEREAS 44 Decimal under Mouza-Bamunara, J.L.No-58, R.S. Plot No-799 corresponding L.R. Plot No-583 area measuring more or less 9 decimal under L.R.Khatian No-2682, R.S. Plot No-798 corresponding L.R. Plot No-582 area measuring more or less 13 decimal under L.R.Khatian No-1632, R.S. Plot No-926 corresponding L.R. Plot No-720 area measuring more or less 4 decimal under L.R.Khatian No-5830, R.S. Plot No-927 corresponding L.R. Plot No-721 area measuring more or less 7 decimal under L.R.Khatian No-5830, R.S. Plot No-926 corresponding L.R. Plot No-720 area measuring more or less 3 decimal under L.R.Khatian No-5831, R.S. Plot No-927 corresponding L.R. Plot No-721 area measuring more or less 8 decimal under L.R.Khatian No-5831 under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan, presently 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 **Building Plan No. DMC/BP/CB/193/18** Dated 20th February 2020

AND WHERE AS the purchaser being interested to purchase a flat in the "**BALAJEE COMPLEX**" 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 "**BALAJEE COMPLEX**" 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,

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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 **44** Decimal under Mouza-Bamunara, J.L.No-58, R.S. Plot No-799 corresponding L.R. Plot No-583 area measuring more or less 9 decimal under L.R.Khatian No-2682, R.S. Plot No-798 corresponding L.R. Plot No-582 area measuring more or less 13 decimal under L.R.Khatian No-1632, R.S. Plot No-926 corresponding L.R. Plot No-720 area measuring more or less 4 decimal under L.R.Khatian No-5830, R.S. Plot No-927 corresponding L.R. Plot No-721 area measuring more or less 7 decimal under L.R.Khatian No-5830, R.S. Plot No-926 corresponding L.R. Plot No-720 area measuring more or less 3 decimal under L.R.Khatian No-5831, R.S. Plot No-927 corresponding L.R. Plot No-721 area measuring more or less 8 decimal under L.R.Khatian No-5831 under the jurisdiction of Gopalpur Gram Panchyat Dist-Burdwan, presently Paschim Bardhaman., West Bengal, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

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Partner

BUTTED AND BOUNDED BY:

North:-R.S Plot No- 800, 802

South:- R.S Plot No-796,797,931(P)

East:- R.S Plot No-925 (P); 928;930

West:- 32 ft wide 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 "**ABHILASA RESIDENCY**" at 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 **ABHILASA RESIDENCY** at Fuljhore.
2. Corridors of **ABHILASA RESIDENCY** at Fuljhore. (Save inside any unit).
3. Drains & Swears of **ABHILASA RESIDENCY** at Fuljhore. (Save inside any unit).
4. Exterior walls of **ABHILASA RESIDENCY** at Fuljhore.
5. Electrical wiring and Fittings of **ABHILASA RESIDENCY** at Fuljhore. (Save inside any unit).

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Payal
Partner

6. Overhead Water Tanks of **ABHILASA RESIDENCY** at Fuljhore.
7. Water Pipes of **ABHILASA RESIDENCY** at Fuljhore.
8. Lift Well, Stair head Room, Lift Machineries of **ABHILASA RESIDENCY** at Fuljhore.
9. Pump and Motor of **ABHILASA RESIDENCY** at Fuljhore.

PART-II

(Share in General Common Portion)

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

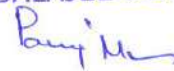
1. Main Entrance of **ABHILASA RESIDENCY** at Fuljhore.
2. Drains & Sewages of **ABHILASA RESIDENCY** at Fuljhore. (Save inside the Block).

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.

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- 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 **ABHILASA RESIDENCY** at Fuljhore.

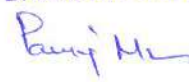
FIFTH SCHEDULE
'PURCHASER'S/S' COVENANTS'

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;

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Balajee
Partner

- 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;

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 Partner

- 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

BALAJEE DEVELOPERS
Partner
Partner

WITNESSES:

SIGNED AND DELIVERED
By the OWNER (S)

SIGNED AND DELIVERED
By the Developer (S)
BALAJEE DEVELOPERS
 Partner

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