

Ganapati Builders & Developers
Shankar
Partner

DEED OF CONVEYANCE

District : **Paschim Bardhaman**
Mouza : **Benachity**
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,2021

BETWEEN

- 1) **Mrs. INDIRA CHAKRABORTY (PAN ACLPC8744Q)**, wife of Late Debabrata Chakraborty, by religion Hindu, by Occupation : Housewife, resident of 122, Nabapalli, Benachity, Durgapur – 713213, Dist : Paschim Bardhaman, WB, India.
- 2) **Mr. SUMAN CHAKRABORTY (PAN – AJQPC4171K)**, son of Late Debabrata Chakraborty, by religion Hindu, by Occupation : Professional, resident of 122, Nabapalli, Benachity, Durgapur – 713213, Dist : Paschim Bardhaman, WB, India.
- 3) **Mr. SOVAN CHAKRABORTY (PAN – AJQPC4171K)**, son of Late Debabrata Chakraborty, by religion Hindu, by Occupation : Professional, resident of 122, Nabapalli, Benachity, Durgapur – 713213, Dist : Paschim Bardhaman, WB, India.
- 4) **Mr. SUBRATA CHAKRABORTY (PAN – ADVPC7407P)**, son of Late Debendra Kumar Chakraborty, by religion – Hindu, by Occupation – Others, resident of Harshabardhan Road, A-Zone, Durgapur – 713204, Dist : Paschim Bardhaman, WB, India
- 5) **Mr. SATYABRATA CHAKRABORTY (PAN – ACDPC7301D)**, son of Late Debendra Kumar Chakraborty, by religion – Hindu, by Occupation – Others, resident of T-8/1 of 2A/1 Martin Luthar King Road Salarpuria Gardenia, Bidhannagar, Durgapur – 713212, Dist : Paschim Bardhaman, WB, India
- 6) **Mrs. SHYAMALI CHAKRABORTY (PAN – BCKPC2552G)**, wife of Pinaki Bhusan Chakraborty, daughter of Late Debendra Kumar Chakraborty, by religion –Hindu, by Occupation – Housewife, resident of Radhanagar Road, Gouranga Sen Sarani, Hirapur, Asansol, Pin – 713325, Dist : Paschim Bardhaman, WB, India; herein after referred to as **“THE OWNER”** (which term shall include his heirs, executors, representatives and assigns) of the FIRST PART

AND

GANAPATI BUILDERS AND DEVELOPERS (PAN No.: AAUFG000) a partnership firm having its registered office at Nachan Road, PO : Benachity, Durgapur,

District:- Paschim Bardhaman, Pin – 713213, West Bengal, India represented by its Partner namely: -

Mr. INDRANIL KAR (PAN No. BKVPK7445K) son of Mihir Baran Kar, by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Nachan Road, PO : Benachity, Durgapur, District:- Paschim Bardhaman, Pin – 713213, West Bengal, India (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 Schedule mentioned property originally belong to Rasik Lal Sur, son of Late Ambika Charan Sur and he received the said Schedule Land measuring an area 4.5 Katha or more or less 7.3 Decimal under Mouza – Benachit, Khatian No. 58 by way of Registered Deed of Sale vide Regd. Sale Deed No. I-204 for the year of 1964 from the original recorded owner Chandidas Bandhopadhyay, son of Sri Durgadas Bandhopadhyay.

Thereafter after received of the schedule land, said Rasik Lal Sur, son of Late Ambika Charan Sur during his peaceful possession executed a Registered Bengali Deed of **"NA DABI"** or **"MUKTI PATRA DALIL"**, being Regd. Deed No. 1297 for the year of 1967 dated 03/04/1967 in favour of his son Rabindra Nath Sur. Thereafter said Rabindra Nath Sur during his peaceful possession of the said land measuring an area of 4.5 Katha or more or less 7.5 Decimal under Mouza – Benachity, R.S. Plot No. 463, transferred in favour of Sri Debendra Kumar Chakraborty, son of Sri Kali Prasannya Chakraborty by way of Registered Deed of Sale, vide Sale Deed No. I-1651 for the year 1972 before the joint Sub Registry Raniganj at Durgapur.

Thereafter said Debabrata Kumar Chakraborty, son of Sri Kali Prasannya Chakraborty after received and peaceful enjoyment of the said land measuring an area 4.5 katha or more or less 7.5 Decimal under Mouza – Benachity, R.S. Plot No. 463, died on 3rd December 2003 at D.S.P. Hospital leaving behind his wife Usha Rani Chakraborty (now deceased) and three sons, namely Debabrata Chakraborty (now deceased), Subrata Chakraborty and Satyabrata Chakraborty and only married daughter Smt. Syamali

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Chakraborty they jointly inherited proportionate undivided share of the schedule land by way inheritance measuring an area 4.5 Katha or more or less 7.3 Decimal under Mouza – Benachity, R.S. Plot No. 463 corresponding to L.R. Plot No. 1773

WHEREAS Debabrata Chakraborty, son of Late Debendra Kumar Chakraborty was died leaving behind his wife Indira Chakraborty and two sons, namely Suman Chakraborty and Sovan Chakraborty and they jointly inherited the said proportionate undivided share of land by way of inheritance as only legal heirs and successors.

THEREAFTER all the legal heirs of Late Debendra Kumar Chakraborty, son of Sri Kali Prasannya Chakraborty after received of the said land under Mouza – Benachity they all mutated their names as per their shares in separate L.R. Khatian No. 2086, 2115, 2114, 1994, 2006 & 2007 respectively.

AND WHEREAS the First Party(s) as aforementioned is/are now the absolute and lawful owner of the immovable property having right, title and interests in the schedule below and since then he/they is / 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 the said property was entered in the name(s) of the First Party in the records of the landlord, the State and which has being exercising all acts of ownership over said landed property without any disturbances from any corner 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.

AND WHEREAS the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon 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 residential Building complex upon the said below schedule landed property.

AND WHEREAS the Landowner desires to develop the "A" Schedule Property " by construction of multi storied building or as per sanction of Durgapur Municipal Corporation up to maximum limit of floor and/or any other concerned Authority/Authorities but due to paucity of fund and lack of sufficient times the Land Landowner could not be able to take any steps for the said development and as such the Landowner are searching a Developer for the said development works.

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AND WHEREAS the Landowner herein approached to the Developer herein to develop the "Said Property" by construction of a multi-storied building at Developer's costs and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, garages etc. as per sanction plan of Durgapur Municipal Corporation and/or any other concerned authority/authorities from time to time of talking full and final consideration as fully stated in the SECOND SCHEDULE written herein below in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits by selling the allocation of the Developer as fully described in the THIRD SCHEDULE hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by an between the parties after mutual discussion.

All that piece and parcel of Bastu Land measuring **4.5 Katha or 7.5 Decimal** more or less comprising within appertaining to RS Plot No. 463, LR Plot No. 1773, LR Khatian No. 2086, 1994, 2006, 2007, 2015, 2114, Mouza : Benachity, J.L. No. 117, Holding No. 122, P.S. Durgapur under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, under (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Durgapur Municipal Corporation, which is developed by **GANAPATI BUILDERS AND DEVELOPERS (PAN No.: AAUFG000)**

AND WHERE AS the plan has been sanctioned and approved by **DURGAPUR MUNICIPAL CORPORATION** for the construction of G+4 storied building as per Memo No. DMC/BP/CB/31/19 Date : 26/02/2021

AND WHERE AS the purchaser being interested to purchase a flat in the "SHANKARLAYA 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 "SHANKARLAYA APARTMENT" at Benachity, Durgapur 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)

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All that piece and parcel of Bastu Land measuring **4.5 Katha or 7.5 Decimal** more or less comprising within appertaining to RS Plot No. 463, LR Plot No. 1773, LR Khatian No. 2086, 1994, 2006, 2007, 2015, 2114, Mouza : Benachity, J.L. No. 117, Holding No. 122, P.S. Durgapur under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

BUTTED AND BOUNDED BY:

ON THE NORTH : House of Sri Shibu Chatterjee
ON THE SOUTH : 20 Feet Wide Metal Road
ON THE EAST : House of Smt. Anima Chakraborty
ON THE WEST : 20 Feet Wide Metal 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 "**SHANKARLAYA APARTMENT**" at **Benachity, Durgapur** 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 "**SHANKARLAYA APARTMENT**" at **Benachity, Durgapur**.

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

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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 "**SHANKARLAYA APARTMENT**" at **Benachity, 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;
 - 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

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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

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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

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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)

Ganapati Builders & Developers



Partner

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

SHANKARLAYA APARTMENT
Ganapati Builders & Developers