### **DEED OF CONVEYANCE**

THIS INDENTURE made this day of Two Thousand and Twenty (202).
(a) Sri Asit Baran Pramanik, (PAN: FXYPP2916J) son of Sri Subal Pramanik, by Faith- Hindu, by Nationality Indian, by Occupation Business, residing at Miya bazar, P.O. & P.S Midnapore, Pin Code- 721101, Dist-Paschim Medinipur West Bengal and (b) Ranjit Pramanik, (PAN: FXYPP2915M) son of Sri Subal Pramanik, by Faith- Hindu, by Nationality Indian, by Occupation Business, residing at Miyabazar, P.O. & P.S Midnapore, Pin Code- 721101, Dist- Paschim Medinipur, West Bengal, Hereinafter called and referred as the OWNERS (which express on shall unless excluded their and each of their legal representative, respective Heirs, Executors, administrators and assigns) of the party of the FIRST PART.
A N D
MR

- **M/S TVASTE REAL ESTATE,** PAN No. AAVFT9031B, a Partnership Firm, governed by the provisions of Indian Partnership Act, 1932 and duly registered at the office of the A.D.S.R, Paschim Medinipore being registration no. 07/2024, having its Head Office at Room No.- 13 Ground Floor "Golden Tower", Duck Bunglow Road, P.O. Midnapore, Dist. Paschim Medinipur, West Bengal -721101, represented by its Partners
- 1. **BARUN PRASAD SINGH**, PAN- ANVPS8876Q, son of Late Bijay Prasad Singh, by nationality Indian, by faith Hindu, Occupation Business, resident of Satbankura, P.O, Chandrakona Road, P.S. Garbeta, Dist. Paschim Medinipur, West Bengal -721253.
- 2. **ASOKE KUMAR PATHAK**, PAN- AFNPP8673E, son of Late Ram Bishnu Pathak, by nationality Indian, by faith Hindu, Occupation Business, resident of Ashok Nagar, P.O.+ P.S. Midnapore, Dist. Paschim Medinipur, West Bengal 721101.
- 3. **MUNSI ZAHIRUL HAQUE**, PAN- ADZPH9206M, son of Munsi Sirajul Haque, by Nationality- Indian, by faith Muslim, Occupation Business, resident of Ketugram P.O. + P.S. Barddhaman, Dist.- Burdwan, West Bengal- 713140.
- **4. RAJDEEP SINHA**, PAN- KCGPS6233B, son of Raj Kumar Sinha, by nationality Indian, by faith Hindu, occupation Business, resident of Baradabcha, P.O. Satbankura, P.S. Garhbeta, Dist. Paschim Medinipur, West Bengal -721253 Hereinafter called and referred as the DEVELOPERS (which express on shall unless excluded their and each of their legal representative, respective Heirs, Executors, administrators and assigns) of the party of the **THIRD PART**.

The Promoter and the Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### WHEREAS:

- A. That the Land owners are the absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands hereditaments and premises, existing Structure free from, all, encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more fully described in the entire First Schedule hereunder written [hereinafter referred to as the 'SAID PREMISES].
- B. **WHEREAS** the schedule mentioned property, being R.S. plot No. 117,115,116, L.R, Plot No. 226,224,225, L.R. Khatian No. 101/1, 1658/1 measuring an area of 0.1144 Acre (more or less) of Bastu Land

of Mouza: Miybazar, J.L. No. 173, within P.S.: Midnapore, District: Paschim Medinipur, within the limit of Midnapore Municipality, acquired by Ananta Ram Pramanik, by way of purchasing and being owner and possessor recorded his name in the Revisional Settlement and also acquired an, independent right, title and interest over the property in question and while he was enjoying and possessing the said property, he transferred, to his son Subal Chandra Pramanik, father of the present and Land Owner, by virtue of one deed of gift vide gift deed no 4715 for the Year 1957 duly registered at the office of the Sub-Registrar Midnapore. Thereafter sad demise of said Subal Chandra Pramanik, Land Owners along with other legal heirs inherited all the properties left by said Subal Chandra Pramanik. Subsequently Asit Baran Pramanik, the first Land Owner of the First Part filed a Partition Sult against other legal heirs in the Court of Ld. Civil Judge, Senior Division, Midnapore being Title suit No. 111 of 2020 in regard to all the properties left by said Subal Chandra, Pramanik and the suit concluded with a 'solenama' filed by the parties of the suit thereby passing a decree by the Court of Ld. Civil Judge, Senior Division, Midnapore allotting the Said Premises in favour of the Land Owners of this present deed.

- C. **NOW WHEREAS** Present owners have become absolute owner and possessor landed property and they also muted their name L.R.R.O.R. being the First Party of this Agreement have become absolute owners of the Landed Property and also acquired an independent right, title and interest over the Property in question and while they were enjoying and possessing the said Landed property, they got their names duly recorded in the present L.R. Records of Rights, under L.R. Khatian Nos. 101/1 and 1658/1 of Mouza: Miyabazar, J.L. No. 173, within P.S.: Midnapoere, District: Paschim Medinipur, as owners and Possessors thereof.
- D. **AND WHEREAS** being owners and possessors, the **FIRST PARTY** has mutated and took all necessary initiatives to mutate and recorded their own names in respect of the entire Schedule property and also paid up all due revenue to the competent authorities in respect of the said property and obtained a good marketable right, title and interest over the schedule Property. Hence the OWNERS have acquired a good marketable as well as an indefeasible title over the Schedule Property without any interference or intervention of any or by any other person.
- E. THAT there is a large portion of land was lying for past years which was unmaintained and thereby the OWNERS have jointly and unanimously taken decision to construct multistore residential building/buildings along with residential building cum housing

complex inclusive of Flats/Residential Units and Car Parking Spaces by construction building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as ill health and habitation uncertainty in Midnapore and thereby the OWNERS have-jointly unanimously taken decision to demolish the present Structure and to construct of Residential Building / Buildings along with residential building cum housing complex comprised of Multiple Flats Residential Units/Car Parking Spaces and to develop the premises.

- F. THAT the OWNERS subsequently found that the process of construct of Residential Building / Buildings along with residential building cum housing complex comprised of Multiple Flats/Residential Units Car Parking Spaces and to develop the premises is draining huge amount of money from their pockets and for such they stopped the process instantly and realized that the OWNERS neither have the capacity nor, have the ability both financially and technically and also nor have any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum, housing complex by erecting multistore residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces.
- G. That the DEVELOPERS "M/S TVASTE REAL ESTATE", a Partnership Firm, governed by the provisions of Indian partnership Act, 1932 and duly registered at the office of the A.D.S.R. Paschim Medinipur, being registration.no. 07/2024, PAN No. - AAVFT9031B, having its Head office at Room No. - 13, Ground Floor, "Golden Tower", Duck Bunglow Road , P.O. - Midnapore, Dist. - Paschim Medinipurr, West Bengal -721101, represented by one of it's Managing Partner Mr. Barun Prasad Singh, s/o Lt. Bijay Prasad Singh, by nationality - Indian, by faith -Hindu, occupation - Business, resident of Satbankura, P.O. -Chandrakona Road, P.S. - Garbeta, Dist, - Paschim Medinipur, West Bengal -721253, having better-will, respect in the sector of Development and promoting and experience, Knowledge and skill to develop the same. So, the OWNERS of the Schedule mentioned property gave offer to the DEVELOPERS to develop the G +...... residential / commercial building and the OWNERS also inter alia appointed the **PROMOTER** herein as their Constituted Attorney to appoint Engineer, Architect, labour contractor, labour surveyor for construction of the building over the land of the **OWNERS** and also authorized the **PROMOTER** to sign and execute all agreements for sale to the prospective and intending buyers and/or purchasers of the flats under Developer's allocation and to receive money towards

- consideration of proposed flats of the building as well as to do, execute or perform all acts on behalf of the **OWNERS**.
- H. That both the **OWNERS** and the **PROMOTER** as above mentioned herein, in pursuance of the above object also executed a Development Agreement dated 27.05.2024, registered in the office of the District Sub-Registrar office of D.S.R.-I Paschim Midnapore, and recorded in Book No. I, Volume No. 1001-2024, at pages 100671 to 100719, Being No. 100105062 for the year 2024 for the construction of a new Ground plus ...... (G+.....) storied building with lift facility upon the aforesaid property as per the building plan (to be sanctioned) under certain terms and conditions as mentioned therein and in the said registered Development Agreement the entire Developer's Allocation and also the entire Owner's Allocation were properly described. The OWNERS also executed a Promoter Power of Attorney dated 28.05.2024, registered in the office of the District Sub-Registrar office of D.S.R.-I Paschim Midnapore, and recorded in Book No. I, Volume No. 1001-2024, at pages 100902 to 100923, Being No. 100105065 for the year 2024 and appointed the PROMOTER herein as their Constituted Attorney to do and perform certain acts and deeds as mentioned therein on behalf of the **OWNERS** herein.
- J. That the Flat as mentioned in the **SCHEDULE B** below is of Developer's allocated portion of which the **PROMOTER** shall receive the entire sale proceeds i.e. consideration amount from the intending Purchaser(s) herein.
- K. The said land as mentioned in the **SCHEDULE A** below is earmarked for the purpose of building a residential cum commercial project

comprising of multi-storeyed apartment building consisting of residential and commercial spaces and the said project shall be known as "Bihu Apartment".

L. The Promoter has registered the Real Estate Project with the
Regulatory Authority appointed under the West Bengal Real Estate
Rules, 2021 having Registration No: dated
M. Pursuant to Application made by the Allottees dated and the
Promoter granted allotment by a Booking Confirmation Letter dated
was issued to the allottees. Thereafter by an Agreement for
Sale dated and recorded in Book No: I , Volume No , Pages
to , Being No for the year the Promoter
agreed to sell and the Allottees agreed to purchase <b>ALL THAT</b> the <b>Flat</b>
No on the Floor, side of the building namely 'Bihu
<b>Apartment</b> , the situation whereof is shown in the master plan
annexed hereto and bordered in Red, admeasuring Sq. Ft.
carpet area corresponding to Sq.Ft Built Up area <b>TOGETHER</b>
WITH the pro-rata undivided share in the common parts, portions,
areas, facilities, and amenities working out to Sq. Ft. Super Built-
up area TOGETHER WITH the right to use Independent Car Parking
Space being no situated in the Ground Floor of the building
measuring an area of about ( Sq.ft., more
fully and particularly described in the FIRST SCHEDULE hereunder
written (hereinafter referred to as the "said Unit and the Properties
Appurtenant thereto") at or for a consideration of Rs.
(Rupees
only) more fully described in the <b>SECOND SCHEDULE</b> hereunder
written

#### N. The Allottees have: -

- 1) Fully satisfied themselves as to the title of the Owners/Vendors and the right of the Promoter in respect of the said land.
- 2) Inspected the said Development Agreements cum General Power of Attorney entered into between the Owners/Vendors and the Promoter.
- 3) Inspected the plan sanctioned by Midnapore Municipal Corporation in respect of the building constructed by the Promoter and agreed not to raise any objection with regard thereto.
- 4) Verified the location and site of the Unit including the egress and ingress hereof, specifications of the Unit and of the complex and also the area of the Unit and agreed not to dispute the same.
- 5) Confirmed that the right of the Allottees shall remain restricted to the said Unit and the Properties Appurtenant thereto.
- 6) Examined and satisfied themselves about the General Terms and Conditions as contained in the Agreement for Sale dated \_\_\_\_\_and agree to abide by it.
- 7) Confirmed that the Owners/Vendors shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the buildings to be constructed erected and completed on the said land and in that event the Allottees shall have no objection to the application of common facilities to various extensions of the Project.
- 8) Satisfied themselves as to the carpet/built-up area to comprise in the said Unit and also the common parts/portions which would be common for all the residents/occupants of the various Units comprised in the said building and have agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
- 9) Structural stability of the building.
- 10) Construction of the Building and the Unit.
- 11) The fittings and fixtures installed at the said Unit and the Building.
- 12) Completion and finishing of the Unit and the Building.
- 13) The situation of car parking space.
- 14) The supply of water and electricity to the Unit and the Building.
- 15) The common facilities and amenities of the building.

O. The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case, they shall have the meaning assigned to them.

**NOW THIS INDENTURE WITNESSETH** that pursuant to the said Agreement for Sale and in consideration of the sum of Rs. ...../-(Rupees ......only) of the lawful money of the Union of India well and truly paid by the Allottees to the Promoter (the receipt whereof the Promoter doth hereby admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottees and the said Unit and the properties appurtenant thereto) the Owners/Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottees **ALL THAT** the said Unit being no. \_\_\_\_\_ on the \_\_\_\_ floor of the building, having carpet area of \_\_\_\_\_\_ square feet, corresponding to super built-up area of .............. Sq.ft. more or less situated on the consisting of .....Bed rooms, One Drawing-cum-Dining room, One Kitchen, ......Toilet, ............ W.C. and one Balcony, TOGETHER WITH the right to use Independent Car Parking Space being no. ...... situated in the Ground Floor of the building measuring an area of about ...... (.........) Sq.ft., more fully and particularly described in the SECOND SCHEDULE hereunder written TOGETHER WITH the pro-rata undivided share in the common parts, portions, areas, facilities, and amenities but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in the Application Form, Booking Confirmation Letter and Agreement for Sale (all of which are here to fore as well as hereinafter collectively referred to as the "said Unit and the Rights and Properties Appurtenant thereto"), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, installations and facilities as described in detail in SCHEDULE- C to the Agreement for Sale in

common with the Co-Allottees and the other lawful occupants of the Building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottees.

# AND THE OWNERS / VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEES AS FOLLOWS:

- a. Notwithstanding any act deed, matter or thing whatsoever by the Owners/Vendors or the Promoters done or executed or knowingly suffered to the contrary, the Owners/Vendors are or the Promoter is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit And the Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions, use, trust, encumbrances or make void the same.
- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right, title, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the said Unit and the Rights and Properties Appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Allottees in the manner as aforesaid.
- c. The said Unit and the Rights and Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases and trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through, under or in trust for the Owners/Vendors or the Promoter.

- d. The Allottees shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said Unit and the Rights and Properties Appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Allottees shall be freed, cleared and absolutely discharged, saved, harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, or trust or claims and demands whatsoever created, occasioned or made by the Owners/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.
- f. AND FURTHER THAT the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Unit and the Rights and Properties Appurtenant thereto or any part thereof through, under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottees make, do and execute or cause to be made, done and executed all such further lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said Unit and the rights and Properties Appurtenant thereto and every part thereof unto and to the use of the Allottees in the manner as aforesaid as shall or may be reasonably required.
- g. The Owners/Vendors and the Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the said Unit and the Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed or expressed so to be or any part thereof is, can or may be impeached, encumbered or affected in title or otherwise.
- h. The Promoter doth hereby further covenant with the Allottees that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottees shall produce or cause to be produced to the Allottees or to their

attorneys or agents or authorized representatives at or before any trial, examination or commission for inspection or otherwise as occasion shall require, the title deeds in connection with the said Unit and also shall at the like request and costs of the Allottees, deliver to the Allottees such attested or other true copies or extracts therefrom as the Allottees may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

AND THE ALLOTTEES SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED, HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTER AS FOLLOWS:

- a. To observe, perform, comply with and fulfil the obligations, covenants and conditions on their part to be observed and performed contained in the Application Form, the Booking Confirmation Letter and the Agreement for Sale as part and parcel of these presents.
- b. To become member and/or shareholder, as the case may be, of the Apartment Owners' Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organisation to be formed as be deemed necessary and expedient by the Promoter and also abide by all the rules and regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the Holding Organisation for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organisation and to do all the necessary acts, deed and things.
- c. Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottees as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoter and/or any person or persons nominated, appointed and/or authorized by the Promoter for all liabilities due to nonfulfilment of their respective obligations contained herein by the Allottees and/or the Holding Organisation.

## THE SCHEDULE - A (DESCRIPTION OF THE PROPERTY)

ALL THAT PIECE AND PARCEL OF THE LAND District: Paschim Medinipur, P.S. & ADSR: Midnapore within the limit of Midnapore Municipality Ward No. 13, Mahalla: Miyabazar Holding No. 3/1 & 3/2 of Mouza Miyabazar, J.L. No,: 173, L.R. Khatian Nos. 101/1 Raity Jot.

R.S. Plot No. 117, L.R. Plot No. 226, area 2.50 dec. Bastu. R.S. Plot No.,116, L.R. Plot No. 225, area 3.22 dec. Kala Doyem. L.R. Khatian No. 1658/L Raity Jot.

R.S. Plot No. 117, L.R. Plot No. 226, area 2.50 dec. Bastu.

R.S. Plot No. 115, L.R. Plot No.224, area 0.80 dec. Vita

R.S. Plot No. 116, L.R. Plot No. 225, area 2.42 dec. Kala Doyem.

Total measuring an Area of 0.1144 Acre = 11.44 satak (more or less) of Bastu Land appertaining

#### AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.

On the North: Municipality water pump. On the South: Kajal Pramanik's plot.

On the East : 25'ft Municipality Road with drain

On the West : Bari Saheb's Land

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT; - 0.1144 Acre = 11.44 Satak (more or less) (more or less) of Bastu Land.

#### THE SCHEDULE-B

ALL THAT the Flat No having carpet	area of	Square
Feet corresponding to super built-up area of	(	)
<b>Sq.ft. more or less</b> situated on the	Floor	side of
the Building ("Unit") and the flat is consisting of	Bed	rooms, One
Drawing-cum-Dining room, One Kitchen, Toi	let, W	.C. and One
Balcony more or less together with one Garage	<b>No.</b> sit	uated in the
Ground Floor of the building measuring an are	ea of (	<b>)</b>
Sq.ft. more or less and also together with pro-rat	a undivided s	share of land
and all common rights and common service and e	xpenses and	also fixtures
and fittings, electrical installation and the entire	building is b	eing erected
as per aforesaid sanctioned Building Permit M	lo	dated
sanctioned by The Midnapore Mu	nicipal Corp	oration, and
also as per specification, annexed hereto mar	ked with le	tter 'X' and
proposed flat and Car Parking Space is situated	within the	Jurisdiction
		,

as described in the FIRST SCHEDULE above

#### THE SCHEDULE -'C'

#### (Common Facilities and Common Parts)

- 1. Entrance and Exits to the Premises.
- 2. Stair Cases,
- 3. Stair Case Landings,
- 4. Stair Head Room and Lobbies on all the floor of the Proposed New
- 5. Building.
- 6. Passage for Entrance,
- 7. Passage in between different blocks,
- 8. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
- 9. Electric Meter & Electric Meter Space,
- 10. Electric/Utility room. Water Pump room. Generator Room (if any).
- 11. Septic Tanks,
- 12. Boundary Walls with Entrance Gate,
- 13. Underground water reservoirs (if any),
- 14. Overhead Water Tank,
- 15. Transformer and space (if any),
- 16. Lift/s (if any).
- 17. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- 18. Lighting of the Common portions.
- 19. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- 20. Drainage and sewage lines and other installation for the same (Except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
- 21. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

IN WITNESS WHEREOF the Parties hereto put their respective signature hereto the day, month and year first above written.

WITNESS:

1.

SIGNATURE OF THE OWNER

2. Munni Jalma H. 9.
PARTNER

SIGNATURE OF THE DEVELOPER

#### MEMO OF CONSIDERATION

	RECEIVED of and from the within mentioned PURCHASERS the full consolidated consideration sum of against the within mentioned Flat No					
No.	Date	RTGS/Draft No.	Name of the Bank & Branch	Amount		
				(Rs.)		
		WITNESS:	TOTAL :	••••••		

1.

Mussi Jalmel PARTNER

SIGNATURE OF THE DEVELOPER