

DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____ Two Thousand
_____ By and Between

_____, hereinafter called and referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART;

AND

SIDDIDATA ENCLAVE PRIVATE LIMITED, [PAN: ABMCS0059D], a Private Limited Company incorporated under the Companies Act' 1956, vide Certificate of Incorporation No.: U68200WB2023PTC265872 having it's Registered Office: Village & P.O.: Hatishala, P.S.: K.L.C. (Kolkata Leather Complex) erstwhile now Hatishala, District: 24 Parganas (South), State: West Bengal, PIN: 700135, being duly represented by its Director MR. AMAR SINGH [PAN: BVMPS4346H], (Aadhaar No.: 731374089487), Son of Mr. Goutam Singh, by Faith Hindu, by Occupation Business, by Nationality: Indian, Resident of: Sarkar Bagan, P.O.: Raghunathpur, P.S.- Baguiati, District: 24 Parganas (North), PIN: 700059, hereinafter called and referred to as the "PROMOTER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART.

AND,

[If the Allottee is a company]

_____, (CIN no.) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the THIRD PART;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the THIRD PART;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the THIRD PART;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the THIRD PART.

“PARTIES” shall mean collectively the OWNER, DEVELOPER and the PURCHASER and “PARTY” means each of the OWNER, DEVELOPER and the PURCHASER individually.

WHEREAS:

A. The said Owner/Vendor herein is the sole and absolute owner of ALL THAT land being marked and demarcated as Plot No.: E – 41, admeasuring 9.9 Sataks/Decimals (in the Scheme Project “WIND FIELDS ELITE VILLA”), comprised in R.S. & L.R. Dag No. 899 & 900, lying and situated at Mouza Hatishala, J.L. No. – 09, R.S. Khatian No. 794, corresponding to LR Khatian No. 4670 & 4714, [i.e., 7.05 Dec. in DAG 899 AND, 2.85 Dec. in DAG 900 (1.975 Dec. from Khatian No.: 4670 & 0.875 Dec. from Khatian No.: 4714)], under Beonta No. II Gram Panchayet P.S.- Erstwhile K.L.C. now Hatishala, DSR Office Alipore, A.D.S.R Office Bhangar, District: 24 Parganas South, PIN: 700135, background whereof is mentioned below.

B. The said Owner/Vendor by virtue of Purchase vide various Deeds being No.: 02149 for the year 2024; at the Office of D.S.R. V, at Alipore recorded in Book No.: I; Vol. No.: 1630 – 2024; Pages from 62210 to 62228, vide dated 26.06.2024; No.: 02150 for the year 2024; at the Office of D.S.R. V, at Alipore recorded in Book No.: I; Vol. No.: 1630 – 2024; Pages from 62441 to 62462, vide dated 26.06.2024; AND, No.: 03399 for the year 2025; at the office of the D.S.R. V, at Alipore, recorded in Book No.: I; Vol. No.: 1630 – 2025; Pages from 84772 to 84788, vide dated 05.05.2025.

C. By virtue of aforementioned Deeds said Mr. Rabi Adhikary (Vendor herein), became the sole and absolute owner of ALL THAT land measuring 9.9 Decimals, comprised in R.S. & L.R. Dag No. 899 & 900, lying and situated at Mouza Hatishala, J.L. No. – 09, R.S. Khatian No. 794, corresponding to LR Khatian No. 4670 & 4714, [i.e., 7.05 Dec. in DAG 899 AND,

2.85 Dec. in DAG 900 (1.975 Dec. from Khatian No.: 4670 & 0.875 Dec. from Khatian No.: 4714)], under Beonta No. II Gram Panchayet P.S.- Erstwhile K.L.C. now Hatishala, DSR Office Alipore, A.D.S.R Office Bhangar, District: 24 Parganas South, PIN: 700135, and further being the sole and absolute owner of the said landed property recorded his name in the present L.R. Operation vide Khatian No.: 4670 & 4714.

D. The Owner and the Promoter herein have entered into Development Agreement against the said land vide dated 06TH Day of MAY'2025, which had been registered at the Office of the District Sub – Registrar – V, Alipure, District South 24 Parganas, where the Development Agreement being No.: 03434 for the year 2025, recorded in Book No.: I; Vol. No.: 1630 – 2025; Pages from 84019 to 84054.

E. Subsequently the Owner in favour of the Promoter herein executed a Development Power of Attorney after Registered Development Agreement, against the said land vide dated 06TH Day of MAY'2025, which had been registered at the Office of the District Sub – Registrar – V, Alipure, District South 24 Parganas, where the Development Agreement being No.: 03447 for the year 2025, recorded in Book No.: I; Vol. No.: 1630 – 2025; Pages from 84127 to 84139.

F. The said land is earmarked for the purpose of building a residential project, comprising one Ground plus Three Storied buildings and the said project shall be commonly known as "WIND FIELDS".

G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

H. The Promoter has obtained the final layout plan approvals for the Project from South 24 Parganas Zila Parishad vide Plan No: HR26Q1647 dated 30.06.2025. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

I. The South 24 Parganas Zila Parishad has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;/ The Developer filed the commencement through online portal of South 24 Parganas Zila Parishad on _____/ The Developer filed the plinth completion through online portal of South 24 Parganas Zila Parishad on _____.

J. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration.

K. The Allottee had applied for an apartment in the Project vides application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more

particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).

L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

N. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in paragraph M.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement for Sale and in consideration of the sum of Rs./-(Rupeesonly). of the lawful money of the Union of India well and truly paid by the Allottee 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 Allottee and the said Unit and 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 Allottee All that the said Unit No on the Floor, Unit Type-___ in the Building containing carpet area of _____ Sq.Ft corresponding to a built-up area of Sq. Ft. be the same a little more or less corresponding to _____ Sq.Ft. Super Built-Up area more fully and particularly described in the Second Schedule hereunder written 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 D 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 Allottee. AND THE OWNERS /VENDORS AND THE PROMOTER DO AND EACH OF THEM DOT H E R E B Y COVENANT WITH THE ALLOTTEE AS FOLLOWS: a. b. c. d. e. 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 is or the Promoters are now lawfully rightfully and

absolutely seized and possessed of and/or otherwise well and sufficiently entitled to 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. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right 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 Allottee in the manner as aforesaid. 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 Promoters. The Allottee 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 Promoters or any person or persons having or lawfully or equitably claiming as aforesaid. The Allottee 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 Promoters 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 Allottee 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 Allottee in the manner as aforesaid as shall or may be reasonably required. g. h. a. 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 and 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. The Promoter doth hereby further covenant with the Allottee 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 Allottee shall produce or cause to be produced to the Allottee or to his/her/its attorneys or agents 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 Allottee deliver to the Allottee such attested or other true copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and un-cancelled. AND THE ALLOTTEE 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

PROMOTERS AS FOLLOWS: To observe, perform, comply with and fulfil the obligations, covenants and conditions on his/her/its/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 Unit 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 Promoters and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoters 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 Allottee as well as the Holding Organisation shall remain liable to indemnify and keep indemnified the Promoters and/or any person or persons nominated, appointed and/or authorized by the Promoters for all liabilities due to non-fulfilment of their respective obligations contained herein by the Allottee and/or the Holding Organisation.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PROJECT)**

ALL THAT piece and parcel of land admeasuring _____ comprised in R.S. & L.R. DAG No.:_____, R.S. Khatian No.:_____, corresponding to L.R. Khatian Nos. _____ lying and situated in Mouza- Hatishala J. L. No. 9, Police Station: erstwhile Kolkata Leather Complex now Hatishala , District: 24-Parganas South, PIN 700135, butted and bounded as follows:

On the North:

On the South:

On the East:

On the West :

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT)**

ALL THAT the Unit No. _____ on the _____ Floor of the Building admeasuring _____ Sq.Ft (Carpet Area/Chargeable Area) corresponding to _____ Sq.Ft (Built Up Area) and _____ Sq.Ft (Super Built Up Area) in the project named “WIND FIELDS” under construction on the Land mentioned in the First Schedule demarcated in the floor plan annexed hereto and externally bordered in RED and marked ANNEXURE-2 Together with the right to use _____ Car Parking Space Covered(Dependent/Independent) located on the Ground Floor of the Building and pro-rata share in the Common areas.

IN WITNESSES WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED in presence of:

WITNESSES:

1.

2.

SIGNATURE OF OWNER.

SIGNATURE OF PROMOTER.

SIGNATURE OF PURCHASER.

Drafted & Prepared By:

MEMO OF CONSIDERATION

SIGNED, SEALED AND DELIVERED in presence of:

WITNESSES:

1.

2.

SIGNATURE OF OWNER.

SIGNATURE OF PROMOTER.