

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON _____ THE DAY OF
_____, 202__ (TWO THOUSAND TWENTY
_____) AT HALDIA:-:

BETWEEN

1) **SMT. SUMITA CHOWDHURY**(AADHAAR-7935 91949006) (PAN – ARWPC9275G) W/o Siddhartha Sankar Chowdhury, by occupation Housewife , by Religion –Hindu, residing at Manikpur, Midnapore ,Midnapore West , West Bengal-721101 and 2) **SYED BABAR RASHID** (AADHAAR -2176 3951 2383) (PAN -ADGPR9729N) W/o –Syed harun Rashid, by occupation –Business,by Religion –Muslim, residing at V-19, Sarat Pally, Medinipur (M), Paschim Medinipur , West Bengal-721101 hereinafter jointly and collectivelyreferred to as the “**OWNERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their assigns) **OF THE FIRST PART**

AND

“**M/S. DAS & SONS REALTY** (PAN-AAQFD2623Q)a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at Village: Sagar Tower Stall No. -1D, Basudevpur, P.O.-Khanjanchak, P.S.-Durgachak, Haldia, District-Purba Mednipur, West Bengal-721602represented by its authorized Partner , **SHRI ANJAN DAS**(AADHAAR – 8850 4752 5763) (PAN- ATTPD2632B) S/o Shri Alok Kumar Das ,aged about 37 years, by caste - Hindu, by occupation-Business, residing at Village- Sagar Apartment, Flat No. A and B, 1stFloor,Basudevpur,Haldia(M),Khanjanchak,PurbaMednipur(Jibanananda Das Nagar) P.O. Khanjanchak , P.S.- Durgachak, District- Purba Mednipur, West Bengal-721602 authorized vide General power of Attorney dated 30thDecember 2021, hereinafter referred to as the “**DEVELOPER/CONFIRMING PARTY**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors, administrators of the last surviving partner and his/her/their 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 and permitted assignees).

[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 the partners or partners for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his / her/ their assigns).

[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 assigns).

[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 mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) **OF THE THIRD PART.**

WHEREAS, the land owner SUMITA CHOWDHURY is the owner of land measuring area 25.700 decimal Dhami soyem land of R.S. & L.R Dag no.626 and 630. Under Mouza TALKUI ,J.L.No. 190 , purchased from Swapan Kumar Gantait son of Late Manoranjan Gantait of Toryapara, Medinipur vide Sale Deed No. 129 dated 18.01.1999 and Sale Deed No. 1692 dated Deed 28.04.1999 and from Sisir Pramanik son of Gobardhan Pramanik of Talkui , Medinipur vide Sale Deed No. 4914 dated 28.09.2000 and Sale Deed No. 4969 dated 03.10.2000 which were registered in the office of A.D.S.R. Medinipur .

WHEREAS, since the land owner is seized and possessed of /or otherwise well and sufficiently entitled to the aforesaid property as absolute owner there of and mutated her name in the record of the B.L. & L.R.O Medinipur Sadar after paying tax regularly . All that piece and parcel of land measuring 25.700 decimal and the hal L.R. record 395/3 No. Khatian was published in her name by B.L. & L.R.O Medinipur Sadar.

WHEREAS , the land owner SYED BABAR RASHID is the owner of land measuring area 10.500 decimal Dhani soyem land of R.S. & L.R. dag no. 630, under Mouza TALKUI, J.L.No.190, purchased from Sumita Chowdhury wife of Siddhartha Sankar Chowdhury of Mallikchak, by virtue of sale deed No. 1319 dated 04.02.2003 which was registered in the office of D.S.R.-I, Paschim Medinipur .

After registered said sale deed said Sumita Chowdhury was executed a declaration deed in favour of Syed Babar Rashid by virtue of Deed No. 2925

dated 24.12.2003 which was registered in the office of D.S.R.-I, Paschim Medinipur.

WHEREAS , Since the land owner is seized and possessed of /or otherwise well and sufficiently entitled to the aforesaid property as absolute owner there of and mutated his name in the record of the B.L. & L.R.O. Medinipur Sadar after paying tax regularly. All that piece and parcel of land measuring 10.500 decimal and the hal L.R. record 2913 No. Khatian was published in his name by B.L. & L.R.O. Medinipur Sadar.

AND WHEREAS as aforesaid purchase , the within named joint present OWNERS herein Viz Sumita Chowdhury , and Syed Babar Rashid herein are jointly enjoying , occupying and possessing the such total purchased 36.200 decimals more or less of the lands free from all sorts of encumbrances , whereby such present owners have free , good , clear and fair marketable title and which are also absolute fair in their possession hereof.

AND WHEREAS thus the owners herein became the absolute owners of land measuring 36.200 decimals be the same a little more or less for the sake of brevity herein after referred to as the “ SAID PROPERTY” and seized and possessed of the same , having unfettered right , title and interest thereto and free from all encumbrances.

AND WHEREAS the owners have been in possession of the said property measuring 36.200 decimals mutated those names in the office of the B.L. & L.R.O. and has been regularly paying rent therefore. The owners also mutated those name in the assessment register of the Shiromoni Gram Panchayat, under R.S. & L.R. Plot no. 626 and 630, Mouza Talkui. J.L.No.190, under Shiromoni Gram Panchayat P.S. Kotwali , District-Paschim Medinipur.

WHEREAS the said Developer, upon being approached by the Owner, being an experienced and financially capable person agreed to enter into a Development Agreement with the Owner herein for making construction/s of Two residential buildings(G+6 more or less) on the said Schedule "A" land.

AND WHEREAS in order to make constructions of Two G+6 more or less multistoried buildings over the said Schedule "A" Land and after having several discussions regarding the terms and conditions of the agreement and the same being settled amongst the parties herein decided that the said agreed terms and conditions would be deduced into writing to avoid any future confusion over the same. However, the Developer shall start the construction Before/ after getting the

building plans sanctioned by the Paschim Medinipur Zilla Parishad as the same have already been submitted with the Appropriate Authority.

WHEREAS The Owners herein are the sole and absoluteowners, and peaceful possessor, of the containing an area measuring about 1456.57 Square Metre or little more at Premises No. PLOT NO. 626(P) &630 Mouza - Talkui, J.L. NO.-190, P.S.-Midnapore Dist. Paschim Medinipur, West Bengal-721102 within the jurisdiction of Addl. Dist. Sub-Registrar -II ,Paschim Medinipur, (Hereinafter called the said properties), having purchased through TwoRegistered Deeds.

WHEREAS We, the owners are unable to personally supervise and administrate, safe guard the above said property, -hereby appointment, nominate and constitute the .above said Agent/Attorney to do the following acts, deeds and things in theirname and on their behalf.' The Agent/attorney hereby agreed to act in the name and behalf of the Principal/Executant as lawful Agent /attorney mentioned in development agreement.

WHEREAS the Principal/Executant do hereby authorizes the said Agent/attorney to do all thefollowing acts in the name and on behalf of the Principal/Executant. And handed over the original deedabove document No. and all the relevant papers/documents of the schedule property to theAgent/ attorney for Their records.To sale, convey, alienate, mortgage, transfer and assign the above said schedule property mentioned in development Agreement (as developer allocation) in their name and on their behalf.

To sign all the papers, documents, receipts, declarations,affidavits, forms, applications etc., and all other relevant papers in our name and on our behalf, in respect of the above said propertymentioned in development agreement (as developer allocation).

To sign Agreement of sale(s), Sale Deed(s), Rectification Deed{s}, Exchange Deed, DevelopmentAgreement Cum General Power of Attorney, Agreement of Sale Cum General Power of Attorney, Gift Deed, Lease Deed, or any other Deeds of mortgage Deed, transfer and present the same before the registering authority on their behalf , and the Agent/Attorney is hereby Authorized to 'on execute their behalf all Deeds on our behalf in respect of the above said property mentioned in development agreement (as developer allocation).

To sign the necessary transfer forms for transferring the said property to the name of the Purchaser in the records of the Municipal Corporation and In the Revenue records, local body and other Government records in favour of the Purchaser.

To receive Sale consideration in part or in full after construction of the building or buildings which mentioned in development agreement registered dated on 11/01/2023 being no. 250/2023 at DSR-II Paschim Medinipur and also deliver the receipts and hand over the originallink documents, and all relevant papers of the said property in our name and on our behalf.

To complete the sale of the said property (after constructing flat and handover the vacant and peaceful physical possession of the said flat to the sub-purchaser/purchaser(s) or their nominee(s) in respect of the said property (as developer allocation) described in the Schedule hereunder written in our name and on our behalf,

To settle compromise any claim in respect of sale transaction or any other transaction of the scheduled property in their name and on their behalf.-

AND WHEREAS by an Agreement dated _____ registered in the office of the _____ recorded in Book ___, Volume No._____, at Pages from _____ to _____, Being No. _____ for the year 20___, (Said Agreement) the Allottee has agreed to purchase All That commercial space as described under “Schedule B” below in lieu of the total consideration as set out under Memo of Consideration hereunder written.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs. _____/- (Rupees _____ Only) paid by the Purchaser/s to the Vendor/Developer, the receipt of which is acknowledged by the Vendor/Developer by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendor/Developer do hereby convey and transfer absolutely the “Schedule -B” property, to the purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor/s, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/s and shall have no claim whatsoever upon the Vendor/Developer as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.
3. That the purchaser/s shall have all rights, title and interest in the Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendor with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.
4. That the Vendor declare that the interest which he professes to transfer hereby subsists as on the date of these presents and that the Vendors has not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.
5. That the Vendors does hereby covenant with the purchaser/s that the tenancy rights under which the Schedule-A property is held by the Vendors under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendors proposes to transfer subsists and the Vendors have full right and authority to transfer the SCHEDULE-B property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the ScheduleB property without any obstruction or hindrance whatsoever.
6. That the Purchaser/s shall not do any act, deed or thing whereby the construction of the said building is in any way hindered or impeded with nor shall prevent the Vendors from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

7. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L./C.E.S.C. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendors shall have no responsibility or any liability in this respect.
8. That the Vendors further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.
9. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule-B property at the Office of the B.L. & L.R.O./Mutation Department and shall pay Khazna & Municipality taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.
10. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule-B property or let-out, lease-out the Schedule-B property to whomsoever.
11. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.
12. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is imitable.
13. That the Vendors will pay upto date Municipality taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.
14. That the Vendors shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property except for unsold portion of the building which shall be borne by the Vendors proportionately with all the Purchaser/s unless separately levied upon and charged for.
15. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMOM PROVISIONS & UTILITIES shall be looked after by the Building Owners Association / Facility Manager (as applicable) by framing a proper memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership commercial apartments.

16. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, guards, etc. as will be determined by the Vendors from time to time till the time an executive body or any other authority of the building or the Owners association is formed to take care of the common maintenance of the building. That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

17. That in case the purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C given herein under) within time allowed by the Vendors or the Building Owners Association the purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendors or the Association acting at the relevant time for any loss or damage suffered by the Vendors or the Association in consequence thereof.

18. That the Purchaser/s further covenant with the Vendors not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendors shall not be held responsible in any manner whatsoever.

19. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Vendors and the Purchaser/s or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and as amended thereto and in case their decision is not acceptable, he/she shall have the right to move to the Court at Haldia.

THE SCHEDULE 'A' –

ABOVE REFERRED TO SCHEDULE OF THE PROPERTY

- 1) All That the divided and demarcated plot of land hereditaments tenements , R.S. & L.R. Dag No.626 area 13.20 decimals a bit more or less lying and situated at Mouza Talkui, J.L. No. 190. L.R. Khatian Nos.395/3 in the name of Sumita Chowdhury ,under Shiromoni Gram

Panchayat , P.S. Kotwali ,District-Paschim Medinipur and being butted and boundary as follows:

By the North : Plot No. 876

By the South : Plot No. 630

By the East : Plot No. 627 & Nayanjuli

By the West : Plot No. 625 & 630

2) All That the divided and demarcated plot of land hereditaments tenements , R.S. & L.R. Dag No.630 area 12.500 decimals a bit more or less lying and situated at Mouza Talkui, J.L. No. 190. L.R. Khatian Nos.395/3 in the name of Sumita Chowdhury ,under Shiromoni Gram Panchayat , P.S. Kotwali ,District-Paschim Medinipur and being butted and boundary as follows:

By the North : Plot No. 625 & 626

By the South : Plot No. 641

By the East : Plot No. 629

By the West : Plot No. 631 & 632

3) All That the divided and demarcated plot of land hereditaments tenements , R.S. & L.R. Dag No.630 area 10.500 decimals a bit more or less lying and situated at Mouza Talkui, J.L. No. 190. L.R. Khatian Nos.2913 in the name of Syed Babar Rashid ,under Shiromoni Gram Panchayat , P.S. Kotwali ,District-Paschim Medinipur and being butted and boundary as follows:

By the North : Plot No. 876

By the South : Plot No. 630

By the East : Plot No. 627 & Nayanjuli

By the West : Plot No. 625 & 630.

THE SCHEUDLE 'B'

ABOVE REFERRED TO SCHEUDLE OF THE PROPERTY

All that the Flat No./Shop No. ____ on the _____Floor of the Building named Emerald Tower Medinipur having carpet area of _____sq Ft corresponding to Build-up area of _____square ft as per the Floor Plan and pro rata share in the “ common areas” working out to a Super build-up area of ____Square feet on ____Floor of building under construction on the Schedule-A Land Together with the right to use ____Garage /Parking Space admeasuring _____Sq.Ft. located on the Ground Floor of the Building.

SCHEDULE 'C'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)

1. Land beneath the building and the said spaces,
2. Boundary walls,
3. Main entrance gate,
4. Surface drain,
5. Septic tank
6. Sewerage line
7. Under ground water reservoir and over head tank with water pipe lines,
8. Landing in each floor with stair cases,
9. Columns of the building and outer walls,
10. Electric wiring on the common areas and passage ,
11. Roof right.

SCHEDULE 'D'
DETAILS SPECIFICATION OF THE FLATS

A. CONSTRUCTION:-

i) R.C.C framed Super-structure with standard steel, sand ,cement, stone-chips,mortar-casting in accordance with specified building rules 10" & 8" outer walls and 5" & 3" inside walls be made of quality bricks /blocks with mortar sand and cement or reputed brands,

ii) Outer and inside plaster to be made using above quality materials.

B. SANITARY AND PLUMBING :-

All outer soil lines shall be provided of PVC outer water lines be provided with I.S.I standard fittings, inside pipelines shall be concealed , well planned and equipped with PVC outer lines to be provided and installed for underground . Drainage system, water supplementation to be made from the Ground Reservoir to overhead Reservoir through proper pump and motor system as per the specifications of the Architect.

C. FLOORING :-

Vitrified tiles in all rooms , Kitchen and Bath rooms of standard quality and finishing .

D. DOORS:-

All door frames will be made from standard wood , flush doors of 32mm.thickness to be provided in all doors save and except the main doors of 35mm thickness.

E. WALL FINISHING :-

Cemented plastered wall with wall Putty finishing , inside plaster with rich mortar and outside plaster with rich cement mortar.

F. PAINTINGS:-

External walls of the building with boundary wall shall be painted with weather coat , inside walls will be furnished with plaster of wall putty excluding painting. All walls of staircase and landing shall be furnished with distemper painting.

G. ELECTRICAL FITTING & WIRING :-

All electrical wirings will be made of branded cable for internal (flat) line wiring will be made of appropriate gauge wire and main line wiring will be made from standard gauge wire .

Electrical points in the flats will be as follows:-

a) Bed Room:-

Two light point, one fan point, one 5 amp.3 pin socket, one Air conditioner point, one dish line point and one 15 amp plug point.

b) Drawing cum Dining Room:-

Four lights, two fan points, two 5 amp. 3 pin socket, one tv point, three 15 amp's 3 pin socket, one telephone point.

c) Kitchen:-

Two light point, one exhaust fan point, two 15 amp. plug point, two 5 amp plug point & one fan point.

d) Toilet:-

Two light points, one geyser point and three 5 amp. Plug point, one exhaust fan point.

e) Verandah:-

One light point, One 5 amp. point.

f) Main entrance:-

One light point, One calling bell.

H. TOILET :-

One commode (European style), one wash basin, one P.V.C. cistern, three C.P. taps, one shower per flat two toilet.

I. KITCHEN:-

Gas counter of Kitchen will be kitchen granite slab finish, one stainless steel sink, two C.P. taps, tiles of on dado over cooking platform(upto 4").

J. WATER SUPPLY :-

Deep tube -well will be arranged and will be linked from the overhead water reservoir to be individual flats.

K. TELEPHONE:-

One point for telephone connection will be provided in the Drawing -cum-Dining room. One dish line point.

L. POWER SUPPLY:-

Individual metering for all flats (cost will be borne by the flat-owner).

M. STAIRCASE:-

Marble flooring and steel railings in one side .

N. ROOF :-

Water proofing (chemical) treatment with roof tiles fixing on the roof of the building.

O. FROM GENERATOR LINE:-

Lift, Pump, Common passage and 500 watt to each flat will be supplied and the cost will be adjusted to maintenance charge.

P. WINDOW:-

All window will be covered with sliding glazed shutter steel grill on outside.

Q. EXTRA WORK : If Materials will given by the party, his/her own risk and own responsibility for extra work. Otherwise on request, the Vendor/Developer/Builder will finish the extra work for extra pay basis.

IN WITNESS WHEREOF, the parties to this deed have set their hands to this **DEED OF CONVEYANCE** on the DAY, MONTH AND YEAR as first mentioned above.

SIGNED SEALED AND DELIVERED

by the PARTIES at Haldia

in the presence of :

1.

2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me:

Advocate