

DRAFT DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this _____ day of _____, 20____ at Kolkata.

BETWEEN

FUTURE NIRMAN UDYOG, a partnership firm registered under the Indian Partnership Act, 1932, having its office at Tamilpara, Sutragarh, P.O. & P.S. Santipur, District Nadia, Pin Code - 741404, represented by its partners namely (1) SRI DEBASISH PRAMANICK, PAN NO. AMLPP2468E, AADHAAR NO. 899303755359, DIN NO. 07788226, son of Sanjib Pramanick, by faith – Hindu, Nationality – Indian, occupation – business, residing at Tamilpara, Sutragarh, P.O. & P.S. Santipur, District: Nadia, Pin Code - 741404 AND (2) SRI RAKESH GHOSH, PAN NO. AHBPG7646N, AADHAAR NO. 813622738321, DIN NO. 09250122, son of Krishna Chandra Ghosh, by faith – Hindu, Nationality – Indian, occupation – business, residing at 127/6/2, K.C. Das Road, P.O. & P.S. Santipur, District: Nadia, Pin Code - 741404, hereinafter collectively referred to as the "Owner / Vendor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the ONE PART.

AND

BASUNDHARA ESTATE CREATIONS LLP, PAN NO. AAYFB2379M, GSTIN – 19AAYFB2379M1ZH, CIN/LLPIN – AAX8843, a limited liability partnership firm under the Limited Liability Partnership Act, 2008, having its office at 174/9, B.L. Saha Road, Kolkata - 700053 and corporate office at 127/6/2, K.C. Das Road, P.O. & P.S. Santipur, District: Nadia, Pin Code - 741404, represented by its partner RANGA ADHIKARY, PAN NO. ADOPA9327P, AADHAAR NO. 519509985537, DIN NO. 02687434, son of Late Naba Kumar Adhikary, by faith – Hindu, Nationality - Indian, occupation – Business, residing at 62, B.L. Shah Road, P.O. New Alipore, P.S. - Behala, Kolkata – 700053, District – South 24 Parganas, hereinafter referred to as the "Promoter / Confirming Party" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its legal representatives, executors, administrators and its successors-in-office) of the SECOND PART.

AND

SRI, (PAN NO.), AADHAAR NO. , MOBILE NO., son of, by Nationality – Indian, by faith – Hindu, by occupation –, residing at, P.O., P.S., District-, hereinafter referred to as the "Allottee / Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

The Owner/Vendor, Promoter/Confirming Party and the Allottee/Purchaser are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. The Owner is the absolute and lawful owner of ALL THAT piece and parcel of land measuring about 38.76 decimal lying and situate at Mouza – Bergram, L.R. Dag No. 367 and 372, L.R. Khatian No. 1330/1, J.L. No. 23, Block – Santipur, and being premises no. 555, Kabi Jatindranath Sengupta Sarani, P.O. & P.S. Santipur, within limits of Santipur Municipality, Ward No. 10, District - Nadia (more particularly described in the First Schedule hereunder and hereinafter referred to as the "Said Land"). The Owner acquired the Said Land vide registered Deed of Sale recorded in Book No. I, Volume No. 1904-2020, pages ... to ... bearing No. 190401379 for the year 2020 at the office of the Additional Registrar of Assurances –IV, Kolkata. The Owner has mutated its name before the B.L. & L.R.O. and Santipur Municipality and has been paying all taxes and outgoings regularly.

B. The Owner and the Promoter entered into a Development Agreement dated registered in the office of the Additional Registrar of Assurances - III, Kolkata in Book No. I, Volume No.1903-2021, pages ... to ... bearing No.190306782 for the year 2021. A General Power of Attorney was executed by the Owner in favour of the Promoter and registered in Book No. I, Volume No. 1903-2021, pages ... to ... bearing No.190306808 for the year 2021, authorizing the Promoter to develop the Said Land into a commercial project and to sell the units.

C. The Said Land is earmarked for a commercial project comprising a multistoried building with Dala shops, shops, commercial spaces and car parking, known as 'SANTIPUR SAREE HAAT' ("the Project"). A valid building sanction plan vide No. SWA/OBPAS/2010/2022/0010 dated 21.01.2022 was obtained from Santipur Municipality.

D. The Promoter has registered the Project under the Real Estate (Regulation and Development) Act, 2016 ("the Act") with the West Bengal Real Estate Regulatory Authority under Registration No. dated

E. The Allottee applied for a commercial unit and was allotted a self-contained [Dala shop / small shop / commercial space] being Unit No. on the floor on the side of the building in the Project, having super built-up area of sq. ft. (carpet area sq. ft.), together with undivided proportionate share in the Said Land and Common Areas (hereinafter referred to as the "Said Unit"), more particularly described in the Second Schedule hereunder. The floor plan of the Said Unit is annexed hereto and marked as Annexure – A.

F. The Parties executed an Agreement for Sale dated in the format prescribed under Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, whereby the Owner (through the Promoter) agreed to sell and the Allottee agreed to purchase the Said Unit for a total consideration of Rs./- (Rupees only) plus applicable GST. The Allottee has paid the entire consideration in full as per the Payment Plan.

G. The Promoter has completed the construction of the Said Unit in accordance with the sanctioned plans, specifications and provisions of the Act. The Promoter has obtained the Completion Certificate / Occupancy Certificate from Santipur Municipality vide No. dated

H. The Allottee has requested the Owner and the Promoter to execute this registered Deed of Conveyance conveying absolute title of the Said Unit together with the undivided proportionate share in the Said Land and the Common Areas to the Allottee, and the Owner and the Promoter have agreed to do so in terms of Section 17 of the Act and the Agreement for Sale.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. In consideration of the sum of Rs./- (Rupees only) (the total sale consideration inclusive of GST) paid by the Allottee to the Owner/Promoter (receipt whereof the Owner and the Promoter hereby admit and acknowledge), the Owner hereby grants, conveys, sells, transfers, assigns and assures unto the Allottee ALL THAT the Said Unit described in the Second Schedule hereunder written, TOGETHER WITH the undivided proportionate indivisible share in the Said Land described in the First Schedule and the right to use and enjoy the Common Areas and facilities of the Project as detailed in the Agreement for Sale, TO HAVE AND TO HOLD the same unto

the Allottee absolutely and forever, free from all encumbrances, liens, charges, claims, demands or lis pendens whatsoever.

2. The Owner and the Promoter hereby jointly and severally covenant with the Allottee that:

- They have absolute, clear and marketable title to the Said Land and full authority to convey the Said Unit.

- The Said Unit is free from all encumbrances, mortgages, liens or claims.

- The construction has been carried out as per sanctioned plans and in compliance with the Act and West Bengal Rules.

- All outgoing, taxes and dues up to the date of handing over possession have been paid.

- They shall indemnify and keep the Allottee indemnified against any loss, damage, cost or liability arising from any defect in title or breach of covenants.

3. Physical, vacant and peaceful possession of the Said Unit has been handed over to the Allottee on (or is handed over simultaneously with the registration of this Deed).

4. The Allottee's share in the Common Areas is undivided and indivisible. The Common Areas shall be handed over to and managed by the Association of Allottees to be formed under applicable law (including the West Bengal Apartment Ownership Act, 1972, to the extent applicable) and in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016. The Allottee shall become a member of the said Association and abide by its rules.

5. The Allottee shall pay all future municipal taxes, rates, assessments, maintenance charges and other outgoing proportionate to the Said Unit from the date of possession / execution of this Deed.

6. The stamp duty, registration fee and all incidental expenses for this Deed have been borne and paid by the Allottee.

7. This Deed is executed in full compliance with Section 17 of the Real Estate (Regulation and Development) Act, 2016 and the West Bengal Real Estate Rules made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Said Land)

ALL THAT piece and parcel of land measuring about 38.76 decimal lying and situate at Mouza – Bergram, L.R. Dag No. 367 and 372, L.R. Khatian No. 1330/1, J.L. No. 23, Block – Santipur, Premises No. 555, Kabi Jatindranath Sengupta Sarani, P.O. & P.S. Santipur, within Santipur Municipality, Ward No. 10, District - Nadia, butted and bounded as follows:

On the North : Land of Satya Narayan Bhakat

On the East : feet wide Municipal Road

On the West : Masque

On the South : Other Land of Bivas Ghosh

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Said Unit)

ALL THAT the self-contained [Dala shop / small shop / commercial space] being Unit No. on the floor on the side of the building in the Project “SANTIPUR SAREE HAAT”, having super built-up area of sq. ft. (carpet area sq. ft.), situate at Premises No. 555, Kabi Jatindranath Sengupta Sarani, P.O. & P.S. Santipur, within Santipur Municipality, Ward No. 10, District - Nadia, together with undivided proportionate share in the Said Land and the right to use the Common Areas and facilities of the Project, more fully shown in the plan annexed hereto and bordered in red.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

For FUTURE NIRMAN UDYOG (Owner / Vendor)

(Debasish Pramanick)

(Rakesh Ghosh)

For BASUNDHARA ESTATE CREATIONS LLP (Promoter)

(Ranga Adhikary – Partner)

Allottee / Purchaser

Witnesses:

1. _____ **(Name & Address)**

2. _____ **(Name & Address)**

Drafted & Prepared by:

[Advocate Name]

[Chamber Address & Contact]