

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this ..... day of December, 2023;

BETWEEN

1. **SRI KALI SHANKAR RAUT**

S/o Late Purna Chandra Raut

By faith – Hindu, by occupation - Business

At Chandra, Midnapore, P.O. – Midnapore

P.S. – Kotwali, Dist. – Paschim Medinipur, 721102, Indian Citizen

PAN No. AFAPR8090J

2. **SMT. KAJAL RAUT**

W/o Late Sambhunath Raut

By faith – Hindu, by occupation – Service

At Chandra, Midnapore, P.O. – Midnapore

P.S. – Kotwali, Dist. – Paschim Medinipur, 721102, Indian Citizen

PAN No. AELPR1244L

3. **SRI SUBHA BILASH RAUT**

S/o Late Sambhunath Raut

By faith – Hindu, by occupation – Service

At Chandra, Midnapore, P.O. – Midnapore

P.S. – Kotwali, Dist. – Paschim Medinipur, 721102 Indian Citizen

PAN No. AMTPR5221R

4. **Ms. KOYEL RAUT**

S/o Late Sambhunath Raut

By faith – Hindu, by occupation – .....

At Chandra, Midnapore, P.O. – Midnapore

P.S. – Kotwali, Dist. – Paschim Medinipur, 721102, Indian Citizen

PAN No. BLXPR1035D

Herein after referred to and called as the “**OWNER(S)/ VENDOR(S)**”

Represented by their Constituted Attorney

**SRI GANESH CHANDRA GHOSH,**

S/o Kshudiram Ghosh

Of B-19/1, Bidhannagar, P.O. – Midnapore,

P.S. - Kotwali, Dist.- Paschim Medinipur

Partner of **GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP**, a proprietary firm having office at K/12, Saratpally, Midnapore, P.O.- Midnapore, P.S.- Kotwali, Dist. Paschim Medinipur

Having PAN No. – AASFG3057H

Appointed by a Development Power of Attorney being Nos. 1582/2019, dt. 18.04.2019 registered before ADSR, Midnapore Sadar

**AND**

**GANAKS HOUSING DEVELOPMENT INDUSTRIES LLP**, a proprietary firm having office at K/12, Saratpally, Midnapore, P.O.- Midnapore, P.S.- Kotwali, Dist. Paschim Medinipur

Having PAN No. – AASFG3057H

represented by its Proprietor:-

**SRI GANESH CHANDRA GHOSH,**

S/o Kshudiram Ghosh

Of B-19/1, Bidhannagar, P.O. – Midnapore,

P.S. - Kotwali, Dist.- Paschim Medinipur

Hereinafter referred to and called as the '**DEVELOPER** '

**AND**

..... son / wife / daughter of ..... residing at ..... by faith..... , by Occupation ..... , by Nationality....., **PAN No....., EPIC/Passport /OCI/CIO/PIONo....., Adhar No.....** hereinafter referred to and called as the "**PURCHASER ( S )**

That the OWNERS/ VENDORS are the owners of their land measuring 0.0530 Acre within Mouza – Sekhpura, J.L.No.- 172, R.S. Plot No.- 153/323 (Part), LR Plot No.- 648; Khatian LR No.- 2668, 2789, 2788, 2790; as in schedule below hereinafter referred as **‘Said Property’**

The **‘Said Property’** previously belonged to one Jyotish Chandra Mitra. His name was recorded in R.S.R.O.R. under khatian No. 5/5. While in possession of the said property Jyotish Chandra Mitra sold out and transferred specifically demarcated 0.0530 Acre out of the said plot i.e. the **‘Said Property’** to one Dipak Kr. Praharaj by a registered Deed of sale being No. 4142 for the year 1983, Dt. 19.07.1983 and delivered possession in his favour. After purchase Dipak Kumar Praharaj possessed the **‘Said Property’** in assertion of his right, title, interest and possession therein. Thereafter he sold out and transferred the **‘Said Property’** in favour of Sambhunath Raut and Kali Shankar Raut i.e. the OWNERS FIRST PARTY No. 1 by registered Deed of sale being No. 126/1989, Dt. 16.01.1989 and also delivered possession of the **‘Said Property’** in their favour. They possessed the **‘Said Property’** jointly as per their right, title and interest therein. They applied for mutation before the state of West Bengal and they paid rents to the State of West Bengal against receipts. On death of Sambhunath Raut his widow, son and daughter i.e. the OWNERS FIRST PARTY No. 2 to 4 became joint owners of the **‘Said Property’** in accordance with the Hindu Succession Act and they possessed the same jointly as per their shares. Accordingly the legal heirs i.e. the OWNERS FIRST PARTY No. 2 to 4 of Sambhunath Raut and Kali Shankar Raut i.e. the OWNERS FIRST PARTY No. 1 are the joint owner of the **‘Said Property’** and they possessed the **‘Said Property’** in accordance of their right, title, interest and possession therein and they paid rents to the State of West Bengal and taxes to the Municipality under receipts.

**AND**

The OWNERS decided to develop the property through Developer and By a registered Development Agreement being No. 1577/2019 dt. 18.04.2019 OWNERS/ VENDORS appointed DEVELOPER to develop their property and authorized him to do everything by executing a Development Power of Attorney being No. 1582/2019, dt. 18.04.2019

**AND**

The expression of the terms the 'OWNER/VENDOR' , “ DEVELOPER” and the 'PURCHASER' wherever they occur in the body of this Agreement to Sell, shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s), probatee(s), nominees and assignee(s).

AND WHEREAS the VENDORS/ DEVELOPERS/OR BOTH for his/their bonafide needs and requirements have agreed to sell, convey, transfer and assign to the PURCHASER

And the PURCHASER has agreed to purchase the FLAT along with proportionate, undivided, indivisible and impartible ownership rights in the said Property with all rights and interest, easements, privileges and appurtenances thereto, with all fittings, fixtures, electricity and water connections, structure standing thereon, with all rights in common driveway, entrances, passages, staircase and other common facilities and amenities provided therein, hereinafter referred to as "THE SAID PORTION OF THE SAID PROPERTY" for a total sale consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). The payment schedule has been mentioned in separate schedule as schedule D below.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS UNDER :-

1. That in consideration of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), out of which a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), as advance money has been received by

the VENDOR/DEVELOPER/OR BOTH from the PURCHASER, in the following manner :

a) the receipt of which the VENDOR / DEVELOPER/ OR BOTH hereby admits and acknowledges and

b) the remaining balance sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), will be received by the VENDOR/ DEVELOPER/ OR BOTH from the PURCHASER, at the time of registration of the Sale Deed,

2. the VENDOR/ DEVELOPER / OR BOTH do hereby agree to grant, convey, sell, transfer and assign all his rights and interests in the said portion of the said property, fully described IN SCHEDULE B, together with proportionate undivided, indivisible and impartible ownership rights in the freehold land underneath the said building to the PURCHASER, on the terms and conditions herein contained provided that nothing herein stated shall confer or deemed to have conferred upon the PURCHASER exclusively any right or title to the common driveway, passages, staircase, overhead water tanks, sewers, water meters and other common facilities to the exclusion of the VENDOR/ DEVELOPER / OR BOTH and or the PURCHASER or owners or occupants of the other units of the said building.

3. That the actual physical vacant possession of the said portion of the said property will be delivered by the VENDOR/ DEVELOPER / OR BOTH to the PURCHASER, at the time of the registration of the Sale Deed, after receiving the full consideration.

4. That on or before 36 months from the date of this agreement, the VENDOR/ DEVELOPER / OR BOTH will execute and get the Sale Deed of the said portion of the said property registered, in favour of the PURCHASER or his nominee/s, on receipt of the full and final balance amount, failing which either party shall be entitled to get the Sale Deed registered through the court of law, at the cost and expenses of the defaulting party.

5. That the VENDOR/ DEVELOPER / OR BOTH hereby assures the PURCHASER that the VENDOR/ DEVELOPER / OR BOTH has neither done nor been party to any act whereby the VENDOR/ DEVELOPER / OR BOTH rights and title to the said portion of the said property may in any way be impaired or whereby the VENDOR/ DEVELOPER / OR BOTH may be prevented from transferring the said portion of the said property.

6. That the VENDOR/ DEVELOPER / OR BOTH hereby declares and represents that the said portion of the said property is not subject matter of any HUF and that no part of the said portion of the said property is owned by any minor.

7. That the VENDOR/ DEVELOPER / OR BOTH assures the VENDOR/ DEVELOPER / OR BOTH that the said portion of the said property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever,

8. And if it is ever proved otherwise, or if the whole or any part of the said portion of the said property is ever taken away or goes out from the possession of the PURCHASER on account of any legal defect in the ownership and title of the VENDOR/ DEVELOPER / OR BOTH then the VENDOR/ DEVELOPER / OR BOTH will be liable and responsible to make good the loss suffered by the PURCHASER

9. And keep the PURCHASER saved, harmless and indemnified against all such losses and damages suffered by the PURCHASER.

10. That the house tax, water and electricity charges and other dues and demands if any payable in respect of the said portion of the said property shall be paid by the VENDOR/ DEVELOPER / OR BOTH upto the date of

handing over the possession and thereafter the PURCHASER will be responsible for the payment of the same.

11. That no common parts of the building shall be used by the PURCHASER or other owners/occupants of the said building for keeping/chaining pets, dogs, birds or for storage of cycles, motor cycles nor the common passage shall be blocked in any manner.

12. That the proportionate common maintenance charges will be paid by all the occupants/owners of the said building in proportion of the area occupied by them.

13. That the PURCHASER shall have full right of access through staircase to the top terrace at all reasonable times to get the overhead tank repaired/cleaned etc. and to install T.V. Antenna/dish.

14. That the PURCHASER shall have, as a matter of right, right to use all entrances, passages, staircases and other common facilities as are available in the said building.

15. That a separate electric meter and water meter have been provided in the said building for the exclusive use of the owner(s)/occupants of the said portion of the said property.

16. That in the event of the building being damaged or not remaining in existence on any account whatsoever then the PURCHASER shall have the proportionate rights in the land alongwith other owners of the building and shall have the right to raise construction in proportion to the one as now being sold conveyed and being transferred under this Agreement to Sell Without Possession.

17. That the PURCHASER have full right to nominate or assign this Agreement to Sell in favour of any person or persons, be it a firm, body corporate or association of person and the VENDOR/ DEVELOPER / OR BOTH shall have no objection to it.



18. That pending completion of the sale, the VENDOR/ DEVELOPER / OR BOTH neither shall enter into any agreement of sale in respect of the said property or any part thereof nor shall create any charges, mortgage, lien or any arrangement, in respect of the said property in any manner whatsoever.

19. That the photocopies of all relevant documents in respect of the said property have been delivered by the VENDOR/ DEVELOPER / OR BOTH to the PURCHASER.

20. That all the expenses of the Sale Deed viz. Stamp Duty, Registration charges, etc. shall be borne and paid by the PURCHASER.

21. That this transaction has taken place at Midnapore As such, Courts at Midnapore shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Deed.

#### **THE SCHEDULE "A"**

##### **(DESCRIPTION OF THE ENTIRE PROPERTY)**

**ALL THAT** piece and parcel of Bastu land measuring about **0.0530 Acre** more or less land, along with the Complex named **Pramila Apartment** situated within Dist.- Paschim Medinipur, Mouza- Sekhpura, J.L. No. 172, R.S. Plot No.- 153/323 (Part), LR Plot No.- 648; Khatian LR No.- 2668, 2789, 2788, 2790, having Municipal Holding No. 1430 Road Name Mitra Compound, being Premises No.- 1430, PIN- 721 101, under Ward No.-5 within the limits of Midnapore Municipality / Municipal Corporation, within the office of ADSR, Mindapore, P.S.- Kotwali District- Paschim Medinipur, and butted and bounded by: -

**ON THE NORTH BY: -**

**ON THE SOUTH BY: -**

**ON THE EAST BY: -**

**ON THE WEST BY: -**

**THE SCHEDULE "B" ABOVE REFERRED TO -**

**[Description of the Flat/Unit]**

**ALL THAT** piece and parcel of a demarcated self-contained **residential / semi commercial /office / commercial Flat/ covered garage / open garage** being No..... on the .....Floor, in Block-....., having measurement of ..... sq. ft. Super built up area more or less comprising of ....., with ..... Flooring , from **Developer's Allocation within the ..+ ... + .. Building, of age years .....**, **the property not litigated** together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building within the said Complex at Municipal Holding No.-..... , Road Mitra Compound, Being Premises No.-1430, Pin 721 101, under Ward No.-5, within the Mindapore Municipality under the office of ADSR, Mindapore ,under P.S.-Kotwali, District-Paschim Medinipur, fully described "**A**" **SCHEDULE** herein above written.

Annexed Plan marked with **Red Border** will be treated as part and parcel of this Deed.

**- THE SCHEDULE "C" ABOVE REFERRED TO -**

**[The Common portions]**

1. Entrance and exists internal roads, and footpath.
2. Common durwans / caretaker room , Security Camera Room, (if any).
3. Boundary wall (if any) and main gate.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).

5. Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage, Shop and Godown owners, but rights attached to the Ground Floor will be available only).

6. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.), community Hall and two wheeler parking space

7. Lighting fixtures and fittings in common area from common use.

**SCHEDULE "D" ABOVE REFERRED TO:**

**(PAYMENT PLAN)**

On Booking on .....	Rs...../= (plus GST 5%)
Within .....	Rs...../= plus GST 5%
Within .....	Rs...../= plus GST 5%
Within .....	Rs...../= plus GST 5%
Within ..... or Possession whichever is earlier	Balance Rs...../= plus 5% GST
<b>Total to Pay for Flat:</b>	<b>Rs...../= Plus 5% GST</b>

**- THE SCHEDULE "E" ABOVE REFERRED TO -**

**(NATURE OF CONSTRUCTION AND FITTING TO THE FLAT)**

**1. STRUCTURE:** Earthquake resistance R.C.C framed Structure with Column, beam and brick wall. Materials are used like cement ACC, Ultratech, Ambuja, Rod TATA Tiscon, Jindal, SRMB.

**2. WALL:** 10" (outside) and 5" & 3" (inside) brick wall with Plaster.

**3. WALL FINISHING:**

Interior: Putty over the plaster surface.

Exterior: anti fungal external grade paints

Grill painted with synthetic enamel.

**4. FLOORING:** Living Dining and Bed room flooring Vitrified Tiles.

**5. KITCHEN:** i. Floor: Anti skid ceramic Tiles. ii. Wall: Glazed ceramic Tiles upto 4' high in front of the counter. iii. Granite top on cooking platform with stainless steel sink. iv. Kitchen counter 10' long and 6' wide.

**6. BATHROOM:** I. W.C.: European type – white, II. Wash Basin: ISI standard . III. Hardware Fitting: CP fitting ISI Standard, Wall Tiles upto 6'.

**7. DOOR:** Salwood Frame, 30 MM Flush Door in all room and Fiber door in all bathroom.

**8. WINDOW:** Aluminum glass window one in each room.

**9. ELECTRIC:** Concealed wiring with PVC conduits and modular switches of reputed brand, A.C points in Master Bed room.

**10. BALCONY:** 3'-0" height stainless steel railing outside.

**Extra Charges & Deposits:**

Legal Charges	Rs.5/= per sq. ft on sale agreement and Rs.5/= per Sq. ft on possession
Generator, Electricity Connection & Transformer	Rs.50,000/-
Society Formation Fees	Rs.1,000/=
Sinking Fund for Future Maintenance	Rs.10/= per sqr ft of Carpet Area
Separate Electric Meters	At actuals

**Cancellation Charge:**

- a) After this agreement: **25%** of full consideration value. Refund is subject to **45 days' notice** of cancellation.

**Nomination Charge:** Nomination charge will be **Rs.25/=** per sqr ft.

**Note: GST and Other Govt. Charges will be as applicable.**

**THAT** Ten Fingers impression with signed colour photographs of each parties and Plan are attached in the annexed sheet which will be treated as a part of this Deed of Sale.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals after understanding the contents of this Deed of conveyance on the day, month and year first above written.

\_\_\_\_\_

**Signature of the Vendor/ developer(s )**

\_\_\_\_\_

**Signature of the Purchaser (S)**

**WITNESSES :**

**SIGNED, SEALED AND DELIVERED**

**by the Parties at \_\_\_\_\_ in the presence of :**

1.

2

**Drafted by me:**

**MEMO OF CONSIDERATION**

RECEIVED of and from the Purchaser.....the sum of Rs.....(**Rupees.....**) herein above towards the full consideration of the property.

<b>D.D/Pay Order No.</b>	<b>Date</b>	<b>Bank</b>	<b>Amount</b>
.....	.....	.....	Rs.....
<b>Total :</b>			<b>Rs.....</b>

.....  
**SINGATURE OF DEVELOPER / VENDOR/ CONFIRMING PARTY**

**( NB: The amount received by Vendor , Developer and confirming party should be mentioned separately)**

**Witnesses:**

1.

2.