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Sale Value : ₹00 [Excluding GST]
Assessed Market Value : ₹00
GST / Service Tax : ₹00

This **DEED OF CONVEYANCE** is executed on this the

BY

M/S. MARVELLOUS INTRA PRIVATE LIMITED, a Private Limited Company, registered under The Indian Companies Act, 1956 having CIN - U51100WB1995PTC071132, PAN No. AABCM7274Q, registered office at 20B, Abdul Hamid Street, 7th floor, Kolkata, Pin – 700069, represented by its **Power of Attorney Holder Mr. Rohit Saraf**, son of Sri Krishan Saraf, **PAN : CSRPS7559B, Aadhaar No. 2377 8602 1671**, by faith Hindu, Indian citizen, resident of 6/1 Tilak Road, Raniganj, P.O. + P.S. + A.D.S.R. – Raniganj, PIN – 713347, Dist.- Paschim Bardhaman, West Bengal, (Vide Registered Power of Attorney being no I-..... for the year 20...., at the office of A.D.S.R., Raniganj) hereinafter referred to and called as the **“OWNER(S) / VENDOR(S) / DEVELOPER / REPRESENTATIVE”** (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor-in-interest and assigns) of the **ONE PART**;

IN FAVOUR OF

.....
.....

hereinafter referred to and called as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators and assigns) of the other part;

Whereas the Vendor in his sound and disposing mind without any pressure, force, compulsion or coercion has agreed to sell and transfer the said property unto the Purchaser for a consideration value of ₹00 (**Rupees**) **Only**.

For which the Purchaser after scrutinizing the status of the property and also being satisfied regarding the title of the Vendor has agreed to purchase the same against the said consideration.

WHEREAS

In this indenture unless it be contrary or repugnant to the subject or context the following words and/or expressions shall means as follows:-

- (i) The **SELLER** shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns / nominees.
- (ii) The **PURCHASER** shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns / nominees
- (iii) The **LAND** shall means the land under **Mouza Amrasota, P.S. + ADSR Raniganj, Dist.- Paschim Bardhaman, all JL No.- 18, R.S. Plot No.- 1288** corresponding to **L.R. Plot No. 3056**, all appertaining to **L. R. Khatian No.- 4440** measuring total area of **21.8034 Decimal or 13.21 Katha more or less** under **Asansol Municipal Corporation at Raniganj** over which the four storied building has been constructed, and the adjacent lands where consecutive phase/s are present.
- (iv) The **“BUILDING”** shall mean the present phase consisting of One nos. of Block/Building of G+4 storied pucca residential building each on the above mentioned Land which is particularly described in the **Schedule – “A”** hereunder, alongwith already constructed consecutive phase/s on adjacent lands.
- (v) The **“FLAT”** shall mean Residential Flat fully mentioned in the **Schedule “B”** below in the complex named **MARVELLOUS GRAND**, within Mouza Amrasota, J.L. No 18, within Asansol Municipal Corporation.
- (vi) The **“COMMON PORTION”** shall mean the common parts and areas of the Building including all the phases which are kept for common use and enjoyment of the present and the past Purchasers and the seller of the Building.
- (vii) The **“UNDIVIDEND SHARE”** shall mean the undivided proportionate share in the said Land and adjacent lands on which consecutive phases are proposed which is allocable to the Flat and which has been arrived and fixed for the time being in force.

AND WHEREAS, the seller being the absolute owner of the land as hereinabove mentioned by means of **Five** nos. of **Regd. Deed of Sale** as follows :

Sr. No.	At the Office of	Registration details (Recorded in)	Plot No.	Khatian No.	Area of the Land in Decimal
1	A.D.S.R.	Book No. I, Volume No.	R. S. 1288,	L. R. 4126	4.95

	Raniganj	2304-2021, Page 158086 to 158110, Being No. 230405975 for the year 2021	L. R. 3056	L. R. 4132 L. R. 4124	
2	A.D.S.R. Raniganj	Book No. I, Volume No. 2304-2021, Page 157803 to 157827, Being No. 230405976 for the year 2021	R. S. 1288, L. R. 3056	L. R. 4126 L. R. 4132 L. R. 4124	4.95
3	A.D.S.R. Raniganj	Book No. I, Volume No. 2304-2021, Page 167036 to 167057, Being No. 230406305 for the year 2021	R. S. 1288, L. R. 3056	L. R. 4248 L. R. 4255	4.3313
4	A.D.S.R. Raniganj	Book No. I, Volume No. 2304-2021, Page 181582 to 181600, Being No. 230407204 for the year 2021	R. S. 1288, L. R. 3056	L. R. 4131	4.02
5	A.D.S.R. Raniganj	Book No. I, Volume No. 2304-2021, Page 181562 to 181581, Being No. 230407483 for the year 2021	R. S. 1288, L. R. 3056	L. R. 4235	3.5521
TOTAL					21.8034

and adjacent lands where past phases have constructed and the name of the seller' s Company has duly been recorded in the finally Published L. R. Record of Rights.

AND WHEREAS The Promoter has been granted NOC for the present phase from West Bengal Fire & Emergency Services vide Memo No.-FSR/0125186239100035 dated 02.02.2023, and Asansol Durgapur Development Authority vide Memo No.-ADDA/ASN/DP/2023/1379 dated 27.06.2023.

AND WHEREAS The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Asansol Municipal Corporation vide **Memo No. SWS-OBPAS/1101/2023/1042/EXT/1 Dated 11.07.2023.**

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the **West Bengal Real Estate (Regulation and Development) Authority** under registration no.

AND WHEREAS, the seller declared to sell out the newly built Flat as mentioned in the **Schedule "B"** below of the Complex namely **MARVELLOUS GRAND (with all the phases)** hereinafter called the "**Said Property**".

AND WHEREAS, the Purchaser considering the above price as fair, equitable and highest in the present market and having been agreed with the terms and conditions laid down in the agreement made between the parties of this deed, the purchaser agreed to purchase the said Flat at the above consideration amount ;

AND WHEREAS, the seller accepted such proposal of the Purchaser and agreed to convey the Schedule - B property in favour of the Purchaser subject to the terms and conditions laid down in these presents;

NOW THEREFORE THIS INDENTURE WITNESSETH as follows :-

In pursuance of the aforesaid Agreement and in consideration of payment being the entire consideration money as detailed below in **Memo of Consideration**, in favour of the seller, and in consideration of acknowledgment of due receipts thereof by the seller, the later does hereby sell, transfer, assign and assure the property mentioned in the Schedule-"B" below unto the purchaser subject to the terms and conditions hereafter mentioned.

AND THAT the seller does hereby covenant that the Flat and/or the Land alongwith adjacent lands where consecutive phases are proposed is not charged with any claim, demand, attachment or lien whatsoever, if it transpires otherwise hereafter and if the Purchaser's title to and/or possession therein be adversely affected on account of any defect in the title of the Seller, the later will get the same removed and the Purchaser's title to and/or possession therein be restored by the Seller at its own costs and responsibility.

AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold, possess, use and enjoy the Schedule "B" property hereby conveyed as rightful owner there-of.

AND THAT the Seller is confined in making the Building, with present and the past phases and the Purchaser shall not make any obstruction or hindrance when the Seller will raise the remaining floor on the present phase and past phases according to dully sanctioned Plan from the Authority Concerned and the Purchaser records its No Objection in that regard.

AND THAT the Purchaser shall not cause any damage to the super structure of the Building of present phase and past phases. The Purchaser shall have right or authority

to make any addition or alteration of the Flat without causing any damage to the Building.

AND THAT the Purchaser shall not remove or damage the pillars, beams, columns or lintels of the Flat at any circumstances. However, the Seller may replace the same when the condition of the Building will be wear and tear due to its old age and when there will be no other way but to renovate the same for its safety and security with the consent of the Purchaser.

AND THAT the Purchaser shall have easement right over the common staircase, passage, lift, basement of the Building of all the phases and all other rights of easement appended thereto specifically mentioned in "**SCHEDULE - C**" below.

AND THAT the Purchaser shall pay the Municipal Taxes & other levies for the proportionate share property allotted to the Purchaser and the Purchaser shall be solely responsible for the taxes payable unto the Municipal Authority and thereby the Purchaser shall get its name mutated at the earliest in the record of Municipal Authority.

AND THAT the Purchaser shall bear the ground rents for the undivided share of the Land allocable to the said property along with past phases before State of West Bengal through its Land Revenue Department as will be settled by the Land Revenue Department.

AND THAT the purchaser shall take separate Electric connection in its own name in the Schedule - "B" property hereby conveyed directly from any electric supply unit at its own costs and responsibility.

AND THAT the purchaser shall be liable to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided thereof, ensuring that no inconvenience is caused to the Developer / Promoter or to the other co-owners. The main electric meter shall be installed only at the common meter space in the ground floor of the Said Building. The purchaser shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building, Said Complex and/or the Said Premises.

And That the Purchaser have measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof

AND THAT the purchaser shall never claim partition of the undivided share of the Land and adjacent lands and the same will always remain impartible.

That, Purchaser is having the understanding of the fact that the said project would be developed in phases and on taking the possession of the said unit in the completed phase, Purchaser shall have no objection with regards to the subsequent construction and relevant works of the consecutive phase/s.

That the Promoter undertakes that it has right to make additions or to put up additional structure(s) only for the purpose consecutive phase/s (proposed) in the Project.

AND THAT the seller shall not be liable for any loss or damage of the Flat hereby conveyed if occurred due to any environmental factor and/or natural reason in future.

AND THAT the Purchaser shall not obstruct in any way in free using the Common portions by the seller.

AND THAT the Purchaser shall have to carry out all the rules and regulations as may be formed for the beneficial use, enjoyment and maintenance of the Common portions of the Building with all the phases.

AND THAT the Purchaser shall enjoy water facility through boring and from the water reservoir and overhead tank as arranged by the seller. During the period of inadequacy/irregularity from such water source the Seller will arrange the same through municipal corporation supply, as provisioned under Asansol Municipal Corporation Rules, and such cost shall be borne equally by the Purchaser and other past, present and future flat owners. The Purchaser shall enjoy the common facilities or pipes, drainage, sewerage and septic tank. The maintenance charges for septic tank, pipelines for common sewerage and common drains etc. and electricity for Common portions and for pumping water by boring and charges for sweeper and/or night guard will be borne by the Purchaser and other past, present and future Co-owners by forming a Co-operative Society joining each other as members thereof.

AND THAT the Purchaser shall be provided with lift facility.

AND THAT the Purchaser shall possess the property hereby conveyed either for personal use or through Lessee, Tenant, Licensee or through anybody else whatsoever.

AND THAT the Purchaser shall have absolute right to sell, convey, gift, mortgage or otherwise transfer the "B" Schedule property subject to the terms and conditions as laid down hereunder.

OUTGOINGS

Payment of Outgoings: All Municipal taxes, surcharge, outgoings and levies of or on the Said Flat And Appurtenances, relating to the period from the Date of Possession or actual Handover of the Flat before or after executing Registered deed of Conveyance

before proper forum or Completion Certificate, from the appropriate authority which ever may be earlier, in respect of the Said Flat, whether as yet demanded or not, shall be borne, paid and discharged by the Buyer(s).

DEVELOPER / PROMOTER TO DO: The Developer / Promoter hereby covenants that the Developer / Promoter or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer(s) and/or successors-in-interest of the Buyer(s), do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer(s) to the Said Flat And Appurtenances. And the Developer / Promoter shall comply with its obligations as provided in the Real Estate (Regulation and Development) Act, 2016 (formerly West Bengal Housing Industry Regulation Act, 2017) subject to the Buyer(s) comply with his/its/their obligations and covenants as stipulated herein and in the said Sale Agreement.

CONCLUSION OF CONTRACT: The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

No Obstruction by Purchaser to Further Construction: The Said Complex and/or to make other constructions elsewhere in the said premises and the purchaser shall not obstruct or object to the same. The purchasers also admit and accept that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

Variable Nature of Land Share and Share In Common Portions: The Buyer(s) covenants that:

- (1) The Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions has been arrived at on a very rough estimation of the proportion that the Said Flat bears to the currently proposed area of the Said Building and the Said Complex and if the area of the Said Building and the Said Complex is increased/recomputed by the Developer / Promoter (which the Developer / Promoter shall have full right to do and which right is hereby

unconditionally accepted by the Buyer(s)), then the Land Share and the Share In Common Portions shall vary accordingly and proportionately,

- (2) The Buyer(s) shall not question any variation (including diminution) of the Land Share and the Share In Common Portions as decided by the Developer / Promoter,
- (3) The Buyer(s) shall not demand any refund of the Total Consideration paid by the Buyer(s) on ground of or by reason of any variation of the Land Share and the Share in Common Portions and
- (4) The Buyer(s) fully understand, appreciate and accept that the Land Share and the Share in Common Portions is not divisible and partible. The Buyer(s) shall accept (without demur) the proportionate share with regard to various matters, as determined at the absolute discretion of the Developer / Promoter.

Purchaser to Participate in Formation of Association: The Purchaser admits and accept that the Purchaser and other co-owners shall form the Association and the Purchaser shall become a member thereof. The Purchaser shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Purchaser also admits and accepts that until formation of the Association, the Developer / Promoter shall look after the maintenance of the Said Building and the Said Complex and/or the Said Premises. Upon formation of the Association, all rights and obligations with regard to maintenance and the residue then remaining of the deposits, if any, made by the Purchaser, after adjustment of all amounts then remaining due and payable, shall be transferred to the Association. The deposits shall thereafter be held by the Association in the account of the Purchaser, for the respective purposes thereof. However, it is clarified here that the Developer / Promoter shall have the sole discretion as to when the Association is to be formed and maintenance of the Said Building, Said Complex and/or the Said Premises to be handed over.

No Alteration: not alter, modify or in any manner change the elevation and exterior colour scheme of the Said Building, Said Complex and/or the Said Building and not make any additions or alterations and/or changes in the design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of Developer / Promoter or the Association. In the event the Purchaser makes the said alterations/changes, the Purchaser shall compensate the Developer / Promoter/Association as estimated by the Developer / Promoter/Association.

No Obstruction to Developer / Promoter/Association: not obstruct the Developer / Promoter/Association in their acts relating to the Common Portions and not to obstruct the Developer / Promoter in constructing other portions of the Said Building, Said Complex and/or the Said Premises and selling or granting rights to any person on any part of the Said Building, Said Complex and/or the Said Premises (excepting the Said Flat and the Parking Space, if any).

No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Building, Said Complex or outside walls of the Said Flat save at the place or places provided thereof provided that this shall not prevent the Buyer(s) from displaying a decent name plate outside the main door of the Said Flat.

No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and Parking Space (if any).

No Drawing Wire/Cable: not affix or draw any wire, cable or pipe from, to or through any Common Portions or from outside walls of the Said Building, Said Complex save in the manner indicated by the Developer / Promoter/Association

All That the piece and parcel of land measuring total area of **0.9185 (Zero Point Nine One Eight Five) Acre (Existing Land/Already Constructed Area)** marked with **RED Border** annexed herewith as **annexure B**, which do form a part of this deed.

All That the piece and parcel of land measuring **21.8034 Decimal or 13.21 Katha** (Marvellous Grand Phase - II) marked with **BLUE Border** annexed herewith as annexure B, which do form a part of this deed.

SCHEDULE "A"

(DESCRIPTION OF THE PROPERTY OF PRESENT PHASE)

ALL THAT piece and parcel of land measuring about **21.8034 Decimal or 13.21 Katha**, along with the Complex named "**MARVELLOUS GRAND PHASE - II**" having **G + 4 Building** lying and situated within the **District of Paschim Bardhaman, P.O. & P.S.- Raniganj, A.D.S.R. Office at Raniganj, J. L. No.- 18** within **Mouza Amrasota**, under **Ward No. 34 of Asansol Municipal Corporation at Raniganj**, which appertains to **R. S. Plot No.- 1288 (One Two Eight Eight)** corresponding to **L. R. Plot No. 3056 (Three Zero Five Six)**, all appertaining to **L. R. Khatian No.- 4440 (Four Four Four Zero)**.

Butted and bounded by :

On the North by: - Plot of MARVELLOUS INTRA PRIVATE LIMITED.

On the South by: - Mihir Bag Gymnasium.

On the East by: - Gurukul Vidyapith School.

On the West by: - 14 feet wide Unnamed Municipal Road.

SCHEDULE "B"

[Description of the Flat/Unit]

In the **District of Paschim Bardhaman, P.O. & P.S.- Raniganj, A.D.S.R. Office Raniganj, J. L. No.- 18, within Mouza Amrasota, under Asansol Municipal Corporation, Ward No. 34, a Self Contained Residential Flat** being No., **Flat No. "...."**, measuring **Sq. Ft. (..... Sq. Ft.) Super-Built-Up Area** equivalent to **Carpet Area Sq. Ft. with EBVT Sq. Ft. totaling Net Area Sq. Ft., Tiles flooring, without Roof Right**, situated on the **floor**, of the newly constructed building named as "**MARVELLOUS GRAND PHASE - II**" together with **1 (One) Covered Wheeler Parking Space** measuring an Area of **Sq. Ft. (..... Sq. Ft.)** facility, **Parking Tiles flooring, without Roof Right**, situated on the **Ground floor, TOGETHER WITH** all rights of easement, privilege, liberties, appended there-to in '**Schedule C**' below. The said Flat shown in the Scaled Sketch Map annexed with this indenture delineated by **Red Hatched Line** which do form a part of the indenture mark as **Annexure "A"**.

SCHEDULE "C"

[The Common portions]

(Applies to present phase and all other phases already constructed)

1. Entrance and exit internal roads and footpath.
2. Common toilet for durwans / caretaker room on the ground floor.
3. Boundary walls and main gates.

4. Drainage, sewerage lines and other installations for the same for common use purpose only
5. Stairs and landings, Common Passage and lobby on the ground floor other than Four/Two wheeler parking area etc.
6. Lift/elevator installed for common use
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
7. Lighting fixtures and fittings in common area from common use.
8. One Swimming Pool
9. One Community Hall
10. One Gymnasium
11. One Game Room
9. Fire safety systems as stipulated by the competent authority
10. Any other amenity/ies as may be developed by the Seller for the benefit and common use of all the present and past flat owners' within the MARVELLOUS GRAND project.

(Common Expenses/Maintenance Charges)

1. Common Utilities: All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity: All charges for the electricity consumed for the operation of the common machinery and equipment.
3. Fire Fighting: Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. Association: Establishment and all other capital and operational expenses of the Association.
5. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and

renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the Said Building and the Said Complex.

7. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, D.G. Set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.

8. Rates and Taxes: Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex save those separately assessed on the Buyer(s).

9. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

10 Unsold Flats: Flats remaining unsold will not be liable for payment of maintenance charges until such time such flats are sold.

MEMO OF CONSIDERATION

Received of and from the Purchaser and/or Housing Loan the sum of ₹
.....00 (₹) **Only** towards the full
consideration of the property described above.

SIGNED AND DELIVERED
by the **VENDOR / SELLER / PROMOTER**

Signature of the PURCHASER/S

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.

This deed has been printed in 14 Pages and the print of photo and ten fingers of the Seller and Purchaser are taken in a separate sheet which do form a part of these presents.

Witnesses:-

1.

SIGNED AND DELIVERED

by the **VENDOR / SELLER / PROMOTER**

2.

Signature of the PURCHASER/S

Drafted and prepared
by me as per documents
produced before me and
typed and printed in my office

SHOUVIK DEY
(A D V O C A T E)