

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON THE DAY OF __, 2024
(TWO THOUSAND TWENTY FOUR)**

BETWEEN

- 1) ANWAR ALI**, (having PAN **AEKPA4600E**) son of Late Idrish Saikh, by occupation- Business, by faith- Muslim, residing at Vill. & P.O.- Choto Sujapur, P.S.- Kaliachak, Dist.- Malda, PIN- 732206, West Bengal, (which expression shall unless repugnant to the context or meaning there of be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns)

- 2) CHANDANA DE alias RUBI**, (having PAN **AGQPD1071N**) wife of Anwar Ali, by occupation- Business, by faith- Muslim, residing at Vill. & P.O.- Choto Sujapur, P.S.- Kaliachak, Dist.- Malda, PIN- 732206, West Bengal, (which expression shall unless repugnant to the context or meaning there of be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns)

- 3) MD. ALFAYED ALI** (having PAN **CVPPA6899D**) son of Anwar Ali by occupation- Business, by faith- Muslim, residing at Vill. & P.O.- Choto Sujapur, P.S.- Kaliachak, Dist.- Malda, PIN- 732206, West Bengal, (which expression shall unless repugnant to the context or meaning there of be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns)

-hereinafter jointly and collectively called and referred to as the **VENDORS/FIRST PARTY** of the **FIRST PART**.

The Vendors hereof **ANWAR ALI, CHANDANA DE alias RUBI and MD. ALFAYED ALI** are represented by their Constituted Attorney **MALDA PROJECTS PRIVATE LIMITED**, duly appointed by virtue of a Development General Power of Attorney, registered in the Office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume No 0901-2023, Page from 356886 to 356901, being document No. 090116889 for the year 2023.

AND

SRI/SMT, having **PAN**,and Aadhaar No. Son/ Daughter/Wife of Sri/Late, Hindu by Religion, Indian by Nationality, By Occupation, Resident of, P.O., P.S.,within the District of, in the State of West Bengal, PIN -hereinafter called the **“PURCHASER/ SECOND PARTY”** (which expression shall unless repugnant to the context or meaning the re of be deemed to mean and include its, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

AND

MALDA PROJECTS PRIVATE LIMITED, PAN- AADCM8220C, a Company incorporated under the Indian Companies Act, 1956, having its Registered office at 52/69, Rabindra Avenue, P.O. & Dist.- Malda, West Bengal, Pin No.-732101, (acting through its Director and Authorized representative **SHRI KISHOR KUMAR BHAGAT**, PAN- ADDPB4160E, S/o.-Late Sulal Ram Bhagat, resident of 52/69, Rabindra Avenue, P.O. & Dist.- Malda, by Occupation-Business, by religion-Hindu, Nationality Indian in the State of West Bengal, hereinafter called the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to include its executors, successors-in-office, representatives, administrators and assignees) of the **OTHER PART**.

The Vendors, Purchaser and Developer shall herein after collectively be referred to as the **“Parties”** and individually as a **“Party”**.

AND WHEREAS a piece and parcel of land measuring about 171.925 decimals be the same a little more or less comprised in L.R. Plot No. 359, 360, 361 and 362 of L.R. Khatian no. 4943, 4942 and 10179, of Mouza- Chhoto Sujapur, J.L. No. 117, Dist. Malda, within P.S. Kaliachak, under Sujapur Gram Panchayet, originally owned, possessed by and belonged to one Silk Khadi Seva Mandal alias Sangha, a society and the society got the property on the strength of Deeds bearing No. 11029, dated 21/09/1964 of D.S.R., Malda, Deed No. 2544, dated 01/03/1965 of D.S.R., Malda, Deed No. 12738, dated 20/12/1969 of D.S.R., Malda, Deed No. 10345 and 10347, dated 05/12/1972 of D.S.R., Malda, Deed No. 17922 and 17923, dated 25/10/1975 of D.S.R., Malda, Deed No. 2837 and 2838, dated 11/12/1976 of D.S.R., Malda, Deed No. 15377,

15378, 15379 and 15380, dated 30/12/1981 of D.S.R., Malda and Deed No. 9163, dated 08/06/1973 of D.S.R., Malda.

AND WHEREAS Silk Khadi Seva Mandal alias Sangha was enjoying and possessing the properties including the properties described in FIRST SCHEDULE, during L.R. settlement on the basis of possession of the Silk Khadi Seva Mandal alias Sangha its name was duly been recorded in L.R. Khatian No. 2105/1. As the society was running at Sujapur it became known to the people as Sujapur Silk Khadi Seva Mandal.

AND WHEREAS for smooth running of the society and also for the benefit of the down trodden weavers of the locality, the aforesaid Silk Khadi Seva Mandal availed Cash Credit Facility from the State Bank of India, Bishnupur Branch, under ISEC (Interest subsidy eligibility Certificate) of KVIC since 1984 to 2004 by entering into agreement and it was agreed that the charge over the property of the society shall lie with the State Bank of India on account of loans and advances granted by the State Bank of India as security.

AND WHEREAS on failure of the Silk Khadi Seva Mandal to repay the due of the State Bank of India, the bank compelled to file a case before the Debt Recovery Tribunal No. 2 bearing case No. OA/149/2006 to recover the debt dues and favourable order and since the Silk Khadi Seva Mandal failed to comply with the order, the State Bank of India filed an execution case vide No. RC/14/2010, before the Learned Recovery Officer-II of Kolkata Debt Recovery Tribunal No. II.

AND WHEREAS after observing all legal procedure and after auction the DRT-II, Kolkata, issued Certificate of Sale of immovable property on 28.12.2012 to the highest bidder Anwar Ali and Chandana De in respect of property measuring 171.925 decimals and pursuant to which as per order of the Ld. Recovery Officer-II, DRT-II, Kolkata, duly appointed Receiver for the purpose, namely Tapas Bhowmik executed a Deed of Conveyance on 22.01.2012 and registered the same on 28.01.2013 with the D.S.R., Malda bearing Deed No. 1138 of 2013 in favour of Anwar Ali and Chandana De. Thereafter of observing some error in the aforesaid deed, a rectification Deed bearing No. IV-199, dated 16.10.2015 was also executed and registered for rectifying detected errors.

AND WHEREAS since after getting the property measuring 171.925 decimals including the property fully described in FIRST SCHEDULE aforesaid Anwar Ali and Chandana De, are enjoying and possessing the

same peacefully by recording their names in LR. ROR bearing Khatian Nos. 4943 and 4942 and paying the rent (Khajna) and Panchayet Taxes to the State of West Bengal and to the concern Panchayet.

AND WHEREAS out of the total 171.925 decimals of land while the Anwar Ali and Chandana De the First Part enjoying the peaceful possession transferred 7 Decimal of land to Md Alfeyed Ali, by way of Heba (Gift) vide Heba Deed No. I-4934, dated 14.06.2019 of A.D.S.R., Malda and 2 Decimal of land to Sahina Akhtar, by way of Heba (Gift) vide Heba Deed No. I-4935, dated 14.06.2019 of A.D.S.R., Malda and enjoying the rest of the land including a plot of land measuring 49 decimal fully mentioned in First Schedule.

AND WHEREAS the Owners desires to develop their property as mentioned fully in the FIRST SCHEDULE below into a modern elegantly designed multistoried Building in accordance with existing norms of the Government and accordingly are in search of well reputed and efficient Building Promoter/Developer.

AND WHEREAS the Second Part are well reputed, financially sound and able Developers running Promoting Business since long by executing several projects successfully.

A. **AND WHEREAS** the Vendors herein being the Owner of the said land measuring 171.925 decimal which have duly converted the character of the said from "*Nama/Danga*" to Shopping Mall/ Commercial for development of L.R. Plot Nos. 359, 360, 361 & 362 recorded in L.R. Khatian Nos. 4943, 4942 & 10179, lying and situated in Mouza – Chhoto Sujapur, J.L. No. 117 within the jurisdiction of Sujapur Gram Panchayat, Police Station- Kaliachak ,District–Malda, West Bengal.

B. **AND WHEREAS** the Vendors above named being desirous of constructing a multi-storied Shopping Mall / Commercial Building for purpose of Assigning them on Ownership basis to various intending customers/buyers on the aforesaid land but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential Building for mutual benefit.

C. **AND WHEREAS** the DEVELOPER hereof **MALDA PROJECTS PRIVATE LIMITED** and its Directors are bona-fide and renowned

developer/ Promoter/Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/ advance/securities during the tenure of construction.

D. **AND WHEREAS** the Vendors have come to know about the credential of the Developer, the Vendor approach the Developer to construct a Multistoried building on the land as above referred and fully described in the Schedule A given below either building wise/ block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The developer shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/ leasing the construction blocks/ building/ utility areas/common spaces to the intending buyers/Allottees/ company's/ organizations/co-operatives and/or as deemed fit from its allocated share.

E. **AND WHEREAS** to avoid future disputes and misunderstandings the Vendor and the Developer hereof enter into a development agreement containing mutually agreed terms and conditions as laid down in the **Development Agreement executed on 21.12.2023 and registered on 22.12.2023** duly registered at the office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume no. 0901-2023, Pages from 350175 to 350203 Being No. 090116468 for the year 2023.

F. **AND WHEREAS** the Vendor vide a Power of Attorney executed on 28.12.2023 and registered on 29.12.2023 empowered **MALDA PROJECTS PRIVATE LIMITED** to execute Sale agreement, Deeds, Declaration, Affidavit in the joint name of the Vendor and the Developer to assign and allot or dispose of the Said Property or part thereof including the built-up area constructed on the Scheduled-A land and to receive advance/assignment amount/token fees and other consideration amount from the intending Purchasers.

G. **AND WHEREAS** the Said Land is earmarked for the purpose of a construction of Commercial cum Assembly Building, duly approved by the Malda Zilla Parishad vide Memo No., being Sanctioned Plan No. dated comprising of (LG+UG+V)

Storied Commercial cum Assembly Building shall be known as '.....';

H. **AND WHEREAS** the Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at West Bengal vide RERA No.; on under registration.

I. **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 2023, (**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.

J. **AND WHEREAS** the Developer has completed the project and the Malda Zilla Parishad has duly granted a Completion Certificate/partial Occupancy Certificate in respect of the Said Project being No..... dated

K. **AND WHEREAS** the Purchaser has in terms of his/her Agreement for Sale has made full payment of the consideration and has called upon the Vendor/Developer to execute and register the Conveyance in respect of the said Commercial Space.

L. **AND WHEREAS** the Purchaser has taken complete inspection of the said commercial space and the said new building block wherein the same is situated and the Developer is fully satisfied with the layout, location, workmanship, measurement and the amenities provided and the Purchaser has no manner of grievance whatsoever.

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 the represents 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 & UTILITIE Sand have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of the represent sand have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/ sand shall have no claim whatsoever up on 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 Schedule- B property without any obstruction or hindrance whatsoever.

6. That the Purchaser/s shall not do any act, deed or thing where by the construction of the said building is in any way hindered rimpeded 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. 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 under take to take all actions and to execute all documents required to bed on executed for fully assuring right, title and interest to 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. and shall pay Khazna & Panchayat taxes as may be levied up on 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 impartible.

13. That the Vendors will pay upto date Panchayat 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 anytime 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 COMMON 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 entered 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 them a intendance 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 amount 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 caused amage to any part of the building including common portions and are 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 the recto and in case their decision is not acceptable, he/she shall have the right to move to the Court at Malda.

SCHEDULE 'A'
(SAIDPROJECTLAND)

All that piece and parcel of land measuring 49 decimal more or less forming part of L.R. Plot Nos. 359, 360, 361 & 362, recorded in L.R. Khatian Nos. 4943, 4942 & 10179 situated in Mouza – Chhoto Sujapur, J.L. No. 117, PS – Kaliachak, District- Malda, West Bengal 732206.

The said land is bound and butted as follows :-

By North : L/o Owners and another proposed for “RUBI CITY CENTRE and Saddam Hossain & others

By South: H/o Sabur Sk & others

By East : Zilla Parishad Road and Dildar Hossain & others

By West: Abdul Karim, Jamal Khan & others

SCHEDULE 'B'
(SAID COMMERCIAL SPACE/SOLD PROPERTY)

A Commercial premises having Marble/Tiles Flooring, having a Carpet Area of **Sq.Ft.**, Super Built-up area of **Sq.Ft. at** **FLOOR** along with (.....) nos. of MLCP Car Parking Space at Second Floor of the Complex named & designed as “.....” more fully shown in the Map duly demarcated with “Red” colour therein together with undivided/unpartitionable proportionate right in the Schedule “A” land on which the Shop/ Office /

Godown / Back Office stands in common with the other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex as particularly described in the Schedule hereunder written.

SCHEDULE 'C'
(COMMON EXPENSE)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and / or the common portions.
5. All charges and deposits for supplies of common utilities to the Developer/ Vendors in common.
6. Panchayat tax, water tax and other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the purchaser/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
9. All litigation expenses incurred for the common purposes and

relating to common use and enjoyment of the common portions.

10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at Malda in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S:
(including joint buyers)**