DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE MADE THIS DAY OF, TWO THOUSAND TWENTY FOUR

BETWEEN

A) LAND OWNERS:

- 1. **SMT. MANIKA DAS** (PAN No.AXKPD3951C)(Aadhaar No.8701 6724 7342) wife of Late Shyamsundar Das and daughter of Late Satyendra Nath De, by faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at Aurabinda Nagar, P.O. & P.S. Midnapore, District-Paschim Midnapore, Pin-721101, West Bengal
- 2. **SRI SOMNATH DE** (PAN No. ADSPD3936H)(Aadhaar No.8981 0692 5582)son of Late Satyendra Nath De, by faith-Hindu, by occupation Professional, residing at Aurabinda Nagar, P.O. & P.S. Midnapore, District Paschim Midnapore, Pin-721101, Presently at RE, 92/1 Narkeldanga Main Road, P.O. Kankurgachi, P.S. Phool bagan, Kolkata-700054. West Bengal

Hereinafter jointly called and referred to as the <u>FIRST PARTIES/LAND</u>

OWNERS/OCCUPIERS (Which expression shall unless excluded by or

repugnant to the Context be deemed to mean and include all their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

Represented by their Constituted Attorney appointed by registered Power of Attorney being No. 800/2024 registered before ADSR, Sadar

MR. NAYAN KUMAR SAHA, (PAN No. AKEPS7897K) (Aadhaar No.5118-9937 6813) son of Late Nakul Saha, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Khasjungle, P.O. Abas, P.S. Midnapore, District-Paschim Midnapore, PIN -721102, West Bengal,

AND

B) DEVELOPER:

MR. NAYAN KUMAR SAHA, (PAN No. AKEPS7897K) (Aadhaar No.5118-9937 6813) son of Late Nakul Saha, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Khasjungle, P.O. Abas, P.S. Midnapore, District-Paschim Midnapore, PIN -721102, West Bengal,

Hereinafter called and referred to as the **SECOND PARTY/ BUILDER/ DEVELOPER** (Which expression shall unless excluded by or repugnant to the Context be deemed to mean and included their

heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

AND

C) BUYER:

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No), S	/o	•••••	•••••	, by f	aith
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Hereinafter called and referred to as the "PURCHASER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS OWNERS/VENDORS are absolute owner of the 'Said Property'. One Indulekha Dey, wife of Late Satyendra Nath De as well as mother of the Smt. Manika Das (Owner No.1) and Sri Somnath De (Owner No.2), purchased all that piece and parcel of land measuring 50 decimals out of 383 decimals lying at situated at Narampur, P.S. Midnapore now at Kotwali and within Midnapore Municipality, District Paschim Midnapore, A.D.S.R. office Sadar Midnapore, J.L.No.174, R.S. Khatian Nos. 1/32, 1/33 and 1/34, R.S.

Plot No.43 by a registered deed of sale on 16/11/1964 at S.R. Sadar Midnapore and recorded in Book No. 1, being No.5223 for the year 1964 from one Satyabrata Banerjee & others

One Prangopal Pyne, son of Dr. Banku Behari Pyne purchased all that piece and parcel of land measuring 16.5 decimals out of 383 decimals in R.S. Plot No.43, R.S. Khatian Nos. 1/32, 1/33 and 1/34 of Narampur Mouza on 19/01/1965 at S.R. Sadar Midnapore and recorded in Book No. I, being No.172 for the year 1965 from one Satyabrata Banerjee & others

Indulekha Dey transferred the land measuring 13 decimals out of 50 decimals of R.S. Plot No.43, R.S. Khatian Nos. 1/32, 1/33 and 1/34 by registered deed of gift in favour of her daughter, SMT. MANIKA DAS (one of the owner of the land) on 30.12.1977 at Joint S.R. Office, Sadar, Midnapore and recorded in Book No. 1, being No.6291 for the year 1977

Pran Gopal Pyne sold 8.25 decimals out of 16.5 decimals on 28/07/1989 to Smt. Manika Das (Owner No.1)) registered at A.D.S.R. Sadar Midnapore and recorded in Book No. I, being No.3211 for the year 1989 and subsequently the said Pran Gopal Pyne also transferred the remaining 8.25 decimals by a registered deed of gift in favour of Smt. Indulekha Dey on 01/02/2008 at A.D.S.R. Sadar Paschim Midnapore and recorded in Book No.1, being No.369 for the year 2008

Smt. Manika Das (Owner No.1) became the absolute owner of the land measuring more or less 21.5 by purchase and gift

Indulekha Dey died intestate on 04/05/2014 leaving behind her one Daughter, namely SMT. MANIKA DAS (one of the owner of the land) and one son, SRI SOMNATH DE (another owner of the land) as her sole legal heirs and successors.

SMT. MANIKA DAS (Owner No.1) & SRI SOMNATH DE (owner No.2), Owners herein became the absolute owners of ALL THAT piece or parcel of land measuring more or less 0.6795 acres (the split up of the land being: 0.1295 acre of R.S. Plot No. 43, L.R. Plot No.1711 plus 0.3850 acre of R.S. Plot No.43, L.R. Plot No.1712 Plus 0.1650 acre of R.S. Plot No.43, L.R. Plot No.1713) along with cement flooring pucca structure standing thereon situated and lying at Mouza - Narampur, J.L. No.174, A.D.S.R. Sadar Paschim Midnapore, P.S. Midnapore comprised in R.S. Plot No. 43 L.R. Plot Nos. 1711, 1712 & 1713 to R.S. Khatian No. 21, L.R. Khatian Nos. 349 & 2742. Holding No. 273 Aurobinda Nagar, Ward No. 22 within the limit of Midnapore Municipality, District-Paschim Midnapore, Pin Code No.721101, as been more fully described in the **Schedule "A"** hereunder written free from all encumbrances etc.

The Developer,

'MR. NAYAN KUMAR SAHA' possessing proper techno-commercial experience and knowledge in the field of such civil construction was entrusted to build and develop the "RADHEYSHYAM APARTMENT" Commercial cum residential building on the aforesaid property and thus all

the above stated Land Owners entered into a Development Agreement with 'MR. NAYAN KUMAR SAHA' vide registered Development Agreement being No. 760/2024, registered before ADSR, Sadar for construction of multistoried building in the said property as per sanctioned Plan and Design.

AND WHEREAS the OWNERS appointed 'MR. NAYAN KUMAR SAHA' as their true and lawful Attorney to do, act, perform and cause to be done and perform, to represent them and to act for them with power of doing such acts and deeds on their behalf for the development of the project, before all Government, Statutory, Local and other Authorities and also Courts and Tribunal with regard to or in connection with the Schedule "A" property and to sign and execute on their behalf all documents and papers or deeds of agreements, deeds of Sale for executing/accomplishing any portion of the Schedule "A" & Schedule "B" property and as such executed a General Power of Attorney Being No. 800/2024 registered before ADSR, Sadar.

AND WHEREAS the land owners already obtained approval of the building plan for construction of building for Residential cum Commercial Complex on the said plots of Bastu Property, comprising several self-contained flats in 4 Towers and several Shops/Office spaces of different sizes, Car Parking other spaces, by Midnapore Municipality,

Paschim	Medinipur	vide	their	memo	No	dated

AND WHEREAS the party/parties of the Third Part has inspected the original title, deeds and the relevant documents pertaining to the 'said property' and has satisfied himself/herself in this respect.

AND WHEREAS the party of the Third Part has made necessary title search in relevant registry office, office in respect of the said property;

 the ""RADHESHYAM APARTMENT" marked in the Drawing annexed to this indenture, measuring about -.....Sq. ft. little more or little less arrived at on physical measurement done jointly by vendor/promoter and the purchaser at the finished stage, being the carpet consisting of onebedroom areakitchen.....bathroom, square feet little more or less being the super built up area as shown in the building plan attached hereto together with undivided proportionate areas of internal facilities like Common Corridor, Veranda/ Passage, Lifts, Stair Cases, Overhead Tanks, etc with flooring by vitrified tiles/marbles, granite tables in the steps and stairs, etc more fully described in the Schedule "C" written hereunder for a total final consideration of **Rs......) only.** The Vendors/ Developers have also agreed to execute the same sale deed in favour of the Purchaser.

NOW THIS INDENTURE WITNESSETH:

That in pursuance of the said agreement and in consideration of the full value of the said **Unit** as shown in the drawing attached for total a sum of **Rs...../= (Rupees) only** truly paid by the Purchaser to the Vendors/ Developers (Particulars of such payments are mentioned in the Memo of consideration

hereunder written), the receipt whereof the Vendors/ Developers do hereby as well as by the Memo hereunder written admit and acknowledge before the execution of these presents the Vendor doth hereby release and forever discharge free from all encumbrances, the said Unit in the TOWER/BUILDING No. 1 in the Floor (..... side) in "RADHESHYAM APARTMENT" measuring about Square feet little more or less in carpet area (........ square feet built up area as shown in the drawing attached, the Vendors/Developers doth hereby sell, grant, transfer, convey, assigns and assure unto the Purchaser ALL THAT one complete the in the Floor (..... side), more fully described in the **SCHEDULE "C"** written hereunder, shown and delineated in the Map or Plan annexed herewith and marked with colour, together with undivided proportionate share in the land, more fully and particularly described in the SCHEDULE "A" hereunder written and referred to as "the said Unit and also together with proportionate right of the common passages, areas, facilities and amenities provided to the said premises free from all encumbrances and also with the right of user of common areas for more beneficial and use of the said flat without causing any disturbance and interference to the Vendors and/or occupiers of other portion of the said building more particularly described in the

SCHEDULE "D" written hereunder, OR HOWSOEVER OTHERWISE the said Unit now is or at any time hereinbefore was situated butted bounded called, known, numbered described and distinguished and also the ancient or other rights, liberties, privileges, easements, and appurtenances whatsoever to the said flat belonging or otherwise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and all the estate, right title interest use trust property claim and demand whatsoever both at law and in equity of the Vendor into upon or in respect of the said flat HAVE AND TO HOLD the same along with undivided proportionate share of land in the said premises hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever with easement and quasi easement rights. One sketch map attached with this deed will form part of the deed.

THE VENDORS/DEVELOPERS BOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

a) That notwithstanding any act, deed matter or thing done by the Vendors or knowingly suffered to the contrary the Vendors is now lawfully rightfully and absolutely seized and possessed of

or otherwise well and sufficiently entitled to the said Unit together with the properties appurtenant or expressed intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition or trust or any other thing whatsoever, nor contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act, deed matter or thing as aforesaid the Vendors have now rightful power and absolute authority to sell, grant, transfer and convey the said flat and the proportionate undivided share or interest in the said Land and the right of user of common areas and parts and the privileges and facilities hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser.

b) That the Purchaser and his legal heirs shall and will at all times hereafter peacefully and quietly, hold, possess and enjoy the said Unit as absolute owner and the properties appurtenant thereto and receive the rents, issues and profits thereof and has right to transfer by way of sale, lease, gift, will and/or mortgage etc. without interruption claim and demand whatsoever from or by the Vendor or from any person or

- persons lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust for the Vendor.
- c) That the Vendors and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said Unit or any part thereof or from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do execute or cause to be done or executed all Such acts, deeds and things whatsoever for further better and more perfectly assuring the said flat and every part thereof and the properties appurtenant thereto unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required.
- d) That the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produces or cause to be produced to the Purchaser or to his Advocate or agents at any time of hearing commission examination or otherwise as occasion shall require the deeds and documents mentioned and described herein (as well be available with the Vendor for the purpose of showing the Purchaser title to the said flat and the said proportionate undivided share or interest in the said land or ground and the user of common areas and privileges and facilities hereby sold,

granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof and also at the like request and costs deliver or cause to be delivered to the Purchaser such attested or other copies or extracts from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident of acts god keep the said Deed and documents safe un-obliterated and un-cancelled.

- e) That the Vendor will co-operate with the Purchaser in getting the name of the Purchaser mutated, in the records of the Midnapore Municipality and the appropriate B.L.L.R.O.
- f) The Vendors shall on being called upon by the Purchaser sign all papers, applications and/or make declarations affidavits and other writings and as may be necessary and thought fit for the purpose of formation and/or registration of the Association.
- g) The simultaneously with the execution and registration of the Deed of Conveyance, the Vendors shall deliver Khas vacant and peaceful possession of the said Unit to the Purchaser, in as is where is condition

THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS/
DEVELOPERS as follows:-

- a) That the Purchaser shall never claim partition of the undivided share and the same shall always remain impartible.
- b) That apart from the said Unit and the properties appurtenant thereto the Purchaser shall not have nor shall claim any right title, or interest of any nature whatsoever in any other part or parts of the building and the land save and subject to the right to use the common portions in common with the Co- owners.
- c) The Purchaser shall observe, fulfill and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the Unit and for the common purpose, Vendor and/or the Co-owners.
- d) That the Purchaser have inspected the title in respect of the said land and also the building plans in respect of the building and the unit and is fully satisfied about the same and the construction of the building including the unit and the common portions.
- e) To co-operate with the Vendors and the co- owners in the acts relating to common purpose.
- f) To allow the Vendors and its workmen to enter into the Unit and the other parts for carrying out the works required for common purposes upon reasonable notice to the Purchaser.

- g) To pay proportionate share of the common expenses regularly and punctually.
- h) To pay regularly and punctually all outgoing and the revenue rates and taxes in respect of the Unit and the land and the common portions proportionately for the period after the date of delivery.
- i) To pay regularly and punctually for all charges for the electricity consumed in the said unit wholly and the common parts proportionately.
- j) To Keep and maintain the Units, periphery walls, partition walls, sewers, drains pipes and appurtenances within the unit in a good state of repair and conditions.
- k) Not to use the unit to permit use of the same for any other purpose other than for residential purposes.
- Not to use the Unit for any illegal or immoral purpose or for any purpose which may or likely to cause nuisance or annoyance to the owner and occupiers of the other units in the same building or to the owner and occupiers of the neighborhood.
- m) Not to store in the Unit any goods or hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as be required for normal residential purpose.

- n) Not to do any thing in the said unit which may cause or tend to cause damage to any flooring or ceiling or any unit over or below or to the said unit or in any manner interfere with the use and enjoyment thereof or any open space passage, stairs, landings or other amenities available for common use.
- o) Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said unit or any part thereof which may cause inconvenience to the co-owners and contradictory to the sanctioned Plan.
- p) Not to change the outer elevation of the building of decorate the exterior of the Unit otherwise that in the manner similar to which the same is at present decorated.
- q) All payments to be made by the Purchaser as mentioned above shall be made from time to time and within Seven days of a bill of demand being sent to the Purchaser.
- r) So long as the said unit be not separately assessed for B.L. & L.R.O. revenue rates and taxes, Municipal Taxes, the Purchaser shall pay to the Vendor proportionate share of the B.L. & L.R.O. Revenue rates and taxes, Municipal Taxes has been assessed for the land and the building and the liability for such

- payment by the Purchaser to the Vendor shall accrue from the date of deliver.
- That after registration of the Unit in favour of the Purchaser, s) the Purchasers and/or other Unit owners will from a REGISTERED SOCIETY/ FLAT SHOP **OWNERS** ASSOCIATION for the said ""RADHESHYAM APARTMENT" for effective and proper administration and for the maintenance and repair of the entire common areas and facilities and/or relating to the building. The purchasers will strictly abide by the provisions as may be stipulated by the Association/ Society when formed or otherwise that may be mutually agreed upon by and between the purchasers and owners/occupiers of other Units in the said buildings and the purchasers will pay appropriate share of common expenses as may be levied by the Society and the Government and local authorities.
- t) The Purchaser shall not throw or accumulate any dirt, rubbish or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the building or the premises except the place provided for the said proposes.
- u) The Purchaser shall hereafter peaceably and quietly, hold, possession and enjoy the said property in Khas without any

- claims or demands whatsoever from the Vendor or any person claiming through or under them.
- v) The Purchaser shall have absolute right to sell, transfer, gift, mortgage the said Unit and the car parking space (If allotted) with proportionate share of land like other properties.
- w) The Purchaser have further agreed to have the flat registered under the West Bengal Apartment Ownership Act, 1972 or any other similar Act along with the other Flat Owners.
- x) The Purchaser undertake to pay "Service Tax" if imposed by Authority in future whether it is applicable or not or Central Govt. amends the Provision for the said Tax.
- xi) The purchaser have knowledge about that the entire project shall consist of four numbers of towers to be constructed over ultimate premises. The instant purchaser is concerned about Tower No. 1 and he shall not be able to make any kind of claim or objection in respect of any portion or facility of other three Towers. The purchaser shall not be able to cause any obstruction or hindrance at the time of construction of the other Towers. The purchaser shall not be able to raise any obstruction at the time of construction of the remaining portion of the project and other three Towers

THE "SCHEDULE A" ABOVE REFERRED TO:

(DESCRIPTION OF THE LAND OF ENTIRE PROJECT AREA FOR FOUR

NUMBERS OF TOWER/BUILDING)

ALLTHAT piece or parcel of Bastu land measuring 0.6650 acres as

per deed or 0.6795 acre (the split up of the land being: 0.1295 acre of

R.S. Plot No.43, L.R. Plot No. 1711 plus 0.3850 acre of R.S. Plot No.43,

L.R. Plot No.1712 Plus 0.1650 acre of R.S. Plot No.43, L.R. Plot

No.1713) situated and lying at Mouza-Narampur, J.L. No.174, A.D.S.R.

Sadar Paschim Midnapore, P.S. Midnapore comprised in R.S. Plot No.

43 corresponding to L.R. Plot Nos. 1711, 1712 & 1713, R.S. Khatian

Nos. 1/33, 1/34 and/132, L.R. Khatian Nos. 349 & 2742. Holding

No.273, Aurobinda Nagar, Ward No. 22, within the limit of Midnapore

Municipality, District-Paschim Midnapore, and Pin Code No.721101.

BUTTED AND BOUNDED

To the North: 20 ft. wide road

To the South: 20 ft. wide road

To the East: 20 ft. wide road

To the West: House of Ujjal Sinha

SCHEDULE "B" ABOVE REFERRED TO

(Description of land of Towner/Building No.1)

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The instant building/tower being No.1 is being constructed over
Dec. of land in Plot No and for the
purpose of the instant deed of sale wherever the land area of the building is
referred the same will necessarily mean this dec. and the
proportionate land so to be allotted in favour of the instant purchaser shall
be calculated from thisdec. only and not out of the landed area of
the entire complex.
Shown specifically in the map annexed
On the North –
On the South –
On the East –
On the West –

SCHEDULE "C" ABOVE REFERRED TO:

(PARTICULARS OF THE PURCHASER'S ALLOCATION)

ALL THAT piece and parcel of self-contained flast in the multistoried building over 'B' Schedule Property as mentioned above in Tower/ Building No.1, 4th floor Flat No. at the South Eastern Side of the Building/Flat measuring Carpet Area Sq.ft. consisting of ... bed rooms, ... toilet/bathrooms, ... living room, ... kitchen,balcony equal to 1264 sq. ft. super built up area (including

proportionate area of land, lift, lobby and stair case and common areas)

Narration for 4 wheeler Parking Space / Right;

The Purchaser is aware that the space at which the Purchaser will be parking its motor car is not an independent one (i.e. either not having independent access and being dependent on the other 4 Wheeler parking space for access **OR** the other parking right holder/s having right of access through the Purchaser's parking space) and the Purchaser shall fully cooperate with the other parking right holder/s in connection therewith.

Set Forth Valued of Unit - Rs./- and Assessed Market Value of the Unit Rs.

SCHEDULE "D" ABOVE REFERRED TO:

(COMMON AREAS/ FACILITIES/ AMENITIES ETC)

Passages, entrance and exit gates of the said Premises / Ultimate Premises.

- b) Staircase & landings and entrance in the ground floor.
- c) Lift with lift shaft and the lobby in front of them on the ground floor and Lift machine room.
- e) Overhead Water Tanks, Water supply system, water bore-well and submersible pump.
- f) Rain water pipes, waste water pipes and sewerage evacuation pipes from the units to drains, soak-pits and sewers common to the

Building/Flat and from the Building/Flat to the municipal public

drain. Soil lines and septic tank on the ground floor.

g) Community Hall on the top floor with all its fixtures and fittings.

1) Electric Wiring, conduits and fittings that are installed in the parking

area, staircase, boundary wall and other place (except those that are

exclusive to any particular unit).

m) Two wheeler parking space earmarked for the same purpose. (Each of

the Flat owners shall have right to park one normal size two wheeler)

IN WITNESS WHEREOF the parties hereto have hereunder set and

subscribed their respective hand and seal on the day, month and year

first above written.

SIGNED, SEALED AND DELIVERED by the Vendor/ Developer

and the Purchaser at Medinipur District

in presence of witnesses:

Land Owners:

Drafted by:

Computer Type

For DEVELOPER:

Signature of Purchaser

WITNEESSES:

This deed is executed in presence of 2 witnesses and completed by total pages with one Non-Judicial Stamp Paper (including one sketch maps and page for finger prints & photographs of the parties).

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned

<u>MEMO</u>				
Date	Cheque No	Bank Name	Amount (Rs.)	
		TOTAL :	/=	

(Rupees) only

SIGNATURE OF VENDORS/DEVELOPERS