

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON _____ THE DAY OF
_____, 202__ (TWO THOUSAND TWENTY _____)**

BETWEEN

1. SWABHUMI DEVELOPERS, (having PAN **ACNFS9924J**) a Partnership Firm governed by the Indian Partnership Act, 1932 as amended upto date, having its registered office at Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101, represented by its Partners: (1) Mr. Prabin Banthia, son of Late Fate Chand Banthia, (2) Mr. Akash Banthia, son of Mr. Prabin Banthia and (3) Mrs. Ritu Banthia, Wife of Mr. Akash Banthia, all Hindu by faith, Business by occupation, Indian by Nationality and residing at Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101 in the State of West Bengal, (which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns)

2. MRS. LALITA BANTHIA (having PAN **ADAPB6719J** and Aadhaar No. **7223 9559 6111**) wife of Mr. Prabin Banthia, Hindu by faith, Business by occupation, Indian by Nationality and residing at Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101 in the State of West Bengal, (which expression shall unless repugnant to the context or meaning thereof be deemed to include her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns)

3. MRS. RITU BANTHIA (having PAN **ATUPB4412G** and Aadhaar No. **5354 6636 9641**) wife of Mr. Akash Banthia, Hindu by faith, Business by occupation, Indian by Nationality and residing at Rang Mahal Lane, N.S. Road, Police Station English Bazar, Post Office and District Malda, PIN 732101 in the State of West Bengal, (which expression shall unless repugnant to the context or meaning thereof be deemed to include her heirs, representatives, executors, administrators, successors-in-interest and permitted assigns)

4. PRM REAL ESTATE PRIVATE LIMITED (having CIN **U70101WB2007PTC112485**) (PAN **AACCV4148F**), a private limited company governed by the provisions of the Companies Act, 2013, having its registered office at Jeevandeep Complex, 4th Mile, Sevoke Road, Salugara, Siliguri, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri, PIN 734008 in the State of West Bengal, represented by one of its Director Mr. Umang Mittal, (having PAN **BUWPM9088F** and Aadhaar No. **9441 0996 0568**) son of Sri Prem Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O. - Salugara, P.S. - Bhaktinagar, District - Jalpaiguri, PIN - 734008, in the State of West Bengal, duly authorized by its resolution dated 18th September 2019 (which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, executors, administrators, successors-in-interest and permitted assigns),

--- hereinafter the above named Vendor No. 1, 2, 3 & 4 jointly and collectively called and referred to as the **VENDORS/FIRST PARTY** of the **FIRST PART**.

The Vendors hereof **SWABHUMI DEVELOPERS, MRS. LALITA BANTHIA, PRM REAL ESTATE PRIVATE LIMITED & MRS. RITU BANTHIA** are represented by their Constituted Attorney **PRM REAL ESTATE PRIVATE LIMITED**, duly appointed by virtue of a Development Power of Attorney, registered in the Office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume No 0901-2022, Page from 137453 to 137473, being document No. 090106764 for the year 2022.

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 _____.

OR

_____ (**PAN** _____) (**CIN** _____) a Partnership Firm / Company registered under the _____, having its registered office at _____, P.O. _____ & P.S. _____, District _____, PIN – _____, being represented by its Partner/Director/Authorized Signatory _____ (**PAN** _____) (**Aadhaar No.** _____) Son of/Daughter of/Wife of _____, residing at _____, P.O. _____ & P.S. _____, District _____, PIN – _____, --- hereinafter called the "**PURCHASER/ SECOND PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

AND

PRM REAL ESTATE PRIVATE LIMITED (having **CIN U70101WB2007PTC112485**) (**PAN AACCV4148F**), a private limited company governed by the provisions of the Companies Act, 2013, having its registered office at Jeevandeep Complex, 4th Mile, Sevoke Road, Salugara, Siliguri, Post Office Salugara, Police Station Bhaktinagar, District Jalpaiguri, PIN 734008 in the State of West Bengal, represented by one of its Director Mr. Umang Mittal, (having **PAN BUWPM9088F** and

Aadhaar No. **9441 0996 0568**) son of Sri Prem Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O. - Salugara, P.S. - Bhaktinagar, District - Jalpaiguri, PIN - 734008, in the State of West Bengal, duly authorized by its resolution dated 18th September 2019, hereinafter called the "**CONFIRMING PARTY / 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 hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

A) By a deed of conveyance dated the 5th day of December 2018, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2018, pages from 204956 to 204980, being deed no. 090114903 for the year 2018 Rajkumar Saha, Palash Saha and Dilip Kumar Sarkar jointly sold and/or transferred their respective shares of All That the piece and parcel of land measuring about 0.5079 acres, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in LR Dag Nos 2208 (2.72 decimals), 2211 (39.23 decimals), 2212 (5.10 decimals), 2213 (2.38 decimals) and 2223 (1.36 decimals) aggregating to a total of 50.79 decimals and recorded respectively in Khatian numbers 2927, 2516 and 2510 to one Lalita Banthia and Ritu Banthia for the consideration and on the terms and conditions as mentioned therein.

B) By another deed of conveyance dated the 6th day of November 2019, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2019, pages from 270397 to 270410, being deed no. 090115416 for the year 2019 one Rajendranath Lahiri sold and/or transferred All That the piece and parcel of land measuring about 0.025 acres, more or less, out of a total of 0.45 acres situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in Dag No. 2223 recorded in khatian nos. 383 and 1444 to one Lalita Banthia and Ritu Banthia for the consideration and on the terms and conditions as mentioned therein.

C) By another deed of conveyance dated the 7th day of October 2021, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2021, pages from 252504 to 252532, being deed no. 090112731 for the year 2021 one Eden Garment Dealers Private Limited sold and/or transferred All That the piece and parcel of land measuring about 0.76 acres, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in RS Plot No. 2211 corresponding LR Plot No. 2211, recorded in RS Khatian No. 100, corresponding to LR Khatian No. 1986 to one PRM Real Estate Private Limited and Swabhumi Developers for the consideration and on the terms and conditions as mentioned therein.

D) By another deed of conveyance dated the 26th day of October 2021, registered in the office of the Additional District Sub Registrar, Malda and recorded in Book I, volume no. 0902 – 2021, pages from 213083 to 213119 being deed no. 090208404 for the year 2021 one Eden Garment Dealers Private Limited sold and/or transferred All That the piece and parcel of land measuring about 0.045 acres, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in RS Plot No. 2211 corresponding LR Plot No. 2211, recorded in RS Khatian No. 100, corresponding to LR Khatian No. 1986 to one PRM Real Estate Private Limited and Swabhumi Developers for the consideration and on the terms and conditions as mentioned therein.

E) By another deed of conveyance dated the 26th day of October 2021, registered in the office of the Additional District Sub Registrar, Malda and recorded in Book I, volume no. 0902 – 2021, pages from 207895 to 207930 being deed no. 090209841 for the year 2021 one Eden Garment Dealers Private Limited sold and/or transferred All That the piece and parcel of land measuring about 0.125 acres, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in in RS Plot No. 2212 and 2213 corresponding LR Plot No. 2212 and 2213, recorded in RS Khatian Nos. 241 and 428, corresponding to LR Khatian No. 1986 to one PRM Real Estate Private Limited and Swabhumi Developers for the consideration and on the terms and conditions as mentioned therein.

F) By another deed of conveyance dated the 31st day of January 2022, registered in the office of the District Sub Registrar, Malda and recorded in Book I, volume no. 0901 – 2022, pages from 40293 to 40313 being deed no. 090102801 for the year 2022 one Uzzal Saha, son of late Ganga Charan Saha sold and/or transferred All That the piece and parcel of land measuring about 0.2376 acres, more or less, situated in Mouza Uttar Jadupur, JL No. 88, P.S. English Bazar, District Malda, being land in RS Plot No. 2211 corresponding LR Plot No. 2211, recorded in LR Khatian No. 2509 and RS Plot No. 2223, 2213, 2212 and 2208 recorded in LR Khatian No. 2509 to one PRM Real Estate Private Limited for the consideration and on the terms and conditions as mentioned therein.

A. **AND WHEREAS** the Vendors herein being the Owner of the said land have duly converted the character of the said from “*Nama / Danga*” to Shopping Mall / Commercial for development of R.S. Plot Nos. 2211, 2212, 2213 and 2223 corresponding to L.R. Dag Nos. 2211, 2212, 2213 and 2223, recorded in L.R. Khatian Nos. 3556, 3557, 4988 and 4991, lying and situated in Mouza - Uttar Jadupur, J.L. No.88, within the jurisdiction of Jadupur Gram Panchayat, Police Station - English Bazar, 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 **PRM REAL ESTATE 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/Allotees/ 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 Dated 25th April, 2022** duly registered at the office of the District Sub-Registrar, Malda and recorded in Book No. I, Volume no. 0901-2022, Pages from 137396 to 137431 being No. 090106701 for the year 2022.

F. **AND WHEREAS** the Vendor vide a Power of Attorney dated 25.04.2022 empowered PRM Real Estate 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.585/MZP-23, being Sanctioned Plan No.585 dated 23.02.2023 comprising of (LG+UG+V) Storied Commercial cum Assembly Building shall be known as '**PRM CENTRE POINT**';

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 20__, (**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 these presents 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 & UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/s and shall have no claim whatsoever upon 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 whereby the construction of the said building is in any way hindered or impeded 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 undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of 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 upon 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 any time 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 determined 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 the maintenance 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 hereunder) 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 a month 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 cause damage to any part of the building including common portions and areas 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 thereto and in case their decision is not acceptable, he/she shall have the right to move to the Court at Malda.

SCHEDULE 'A'
(SAID PROJECT LAND)

All that piece and parcel of land measuring 1.6255 Acres more or less equivalent to 162.55 decimal more or less forming part of R.S. Plot Nos.2211, 2212, 2213 & 2223 corresponding to L.R. Plot Nos. 2211, 2212, 2213 & 2223, recorded in L.R. Khatian Nos. 3556, 3557, 4988 & 4991 situated in Mouza – Uttar Jadupur, J.L. No. 88, PS – English Bazar, District Malda, West Bengal 732103.

The said land is bound and butted as follows:-

By North : By L.R. Plot No.2211 (Part)

By South : By L.R. Plot Nos.2211 (Part) and 2224,

By East : By 60 Feet Metal Road,

By West : By Railway Land

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 “**PRM CENTRE POINT**” 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 EXPENSES)

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)

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDORS:

SIGNED AND DELIVERED BY THE WITHIN NAMED DEVELOPER:

WITNESSES:

1) Signature

Name _____

Address _____

2) Signature

Name _____

Address _____

MEMO OF CONSIDERATION

R E C E I V E D by the Vendors from the Purchaser/s the following sum of money as full and final Consideration of payment as agreed between the parties.

<u>Cheque Nos.</u>	<u>Dated</u>	<u>Drawn on</u>	<u>Amount (Rs.)</u>
		<u>Total</u>	

(Rupees _____) only