

DEED OF CONVEYANCE

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

BETWEEN

A) LAND OWNER:

SRI ANUP KUMAR SINGHA,

S/o Late Surendra Nath Singha

Of A/10, Saratpally, P.O. – Midnapore,

P.S. – Kotwali, Dist. – Paschim

Medinipur, PIN – 721101,

By Faith – Hindu, Nationality – Indian

PAN – CBAPS1194L

Hereinafter jointly called and referred to as the **FIRST PARTIES/LAND 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. 3498/2023 registered before ADSR, Sadar

1. SRI SHIBU GHOSHAL,

S/o Sri Swapan Ghoshal

Of Talkui, P.O. – Abash, P.S. – Kotwali,

Dist. – Paschim Medinipur, PIN –

721102,

By Faith – Hindu, Nationality – Indian

PAN – BTDPG4193D

Aadhaar No. 5895 8406 2633

2. SMT. APARNA GHOSHAL

W/o Sri Shibu Ghoshal

Of Talkui, P.O. – Abash, P.S. – Kotwali,

Dist. – Paschim Medinipur, PIN –

721102,

By Faith – Hindu, Nationality – Indian

PAN – CXBPG9114R

Aadhaar No. 5267 6681 0909

Partners of

M/S RAJESHWARI DEVELOPER,

A Partnership firm

having office at Talkui, P.O. – Abash,
P.S. – Kotwali, Dist. – Paschim
Medinipur, PIN – 721102, PAN No.
ABHFR9568E

AND

B) DEVELOPER:

M/S RAJESHWARI DEVELOPER,

A Partnership firm

having office at Talkui, P.O. – Abash,
P.S. – Kotwali, Dist. – Paschim
Medinipur, PIN – 721102,
PAN - ABHFR9568E

represented by its partners :-

1. SRI SHIBU GHOSHAL,

S/o Sri Swapan Ghoshal

Of Talkui, P.O. – Abash, P.S. – Kotwali,
Dist. – Paschim Medinipur, PIN –
721102,

Both by Faith – Hindu, Nationality – Indian

PAN – BTDPG4193D

Aadhaar No. 5895 8406 2633

2. SMT. APARNA GHOSHAL

W/o Sri Shibu Ghoshal

Of Talkui, P.O. – Abash, P.S. – Kotwali,

Dist. – Paschim Medinipur, PIN –

721102,

Both by Faith – Hindu, Nationality – Indian

PAN – CXBPG9114R

Aadhaar No. 5267 6681 0909

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:

Sri (PAN:....., AADHAAR No.....), **S/o**, by faith, Citizen of India, by occupation having permanent resident at,

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 Subimal Bandopadhyay was the owner of the property. He sold the same to Radharani Das by a registered Deed of Sale being No. 5245/1969.

While Radharani Das was in possession she died leaving behind her three sons namely Ranjit Kumar Das, Ajit Kumar Das and Shyamal Kumar Das.

They mutated their names with the State of West Bengal under Khatian Nos.

2686, 2687, 2688 respectively and had been paying rents. While exercising

the rights, interest and possession over the property as mentioned in

'Schedule A' Ranjit Kumar Das, Ajit Kumar Das and Shyamal Kumar Das

jointly sold out the same by two deeds of sale. By the Sale Deed being No.

366/2020, registered before A.D.S.R. Sadar, Midnapore, Ranjit Kumar Das,

Ajit Kumar Das and Shyamal Kumar Das transferred 0.033 acre of land to

Sri Anup Kumar Singha. By another Deed of Sale being No. 566/2020,

registered before D.S.R. – I, Paschim Medinipur Ranjit Kumar Das, Ajit

Kumar Das and Shyamal Kumar Das transferred another 0.0331 acre of

land to the said Anup Kumar Singha.

The Owner Anup Kumar Singha seized and possessed of or otherwise well

and sufficiently entitled to right, title, interest and possession of the said

land free from all encumbrances, charges, attachments etc.

In view of the above the Owner as above-named is the owners of their aforesaid respective plots of land adjacent to each other total measuring **0.0661 acre** more or less situate and lying at Mouza: Narampur, J.L No. 174, L.R. Khatian No. 2714, and R.S. Plot No. 15 corresponding to L.R. Plot No. 847 within the local limit of Midnapore Municipality, Dist.: Paschim Medinipur, as more fully described in the **Schedule "A"** hereunder written free from all encumbrances etc.

The Developer,

'SRI SHIBU GHOSHAL & SMT. APARNA GHOSHAL' possessing proper techno-commercial experience and knowledge in the field of such civil construction was entrusted to build and develop the "**SREEBHUMI**" Commercial cum residential building on the aforesaid property and thus all the above stated Land Owners entered into a Development Agreement with the partners of **'M/S RAJESWARI DEVELOPER'** vide registered Development Agreement being No. 3486/2023, registered before ADSR, Sadar for construction of multistoried building in the said property as per sanctioned Plan and Design.

AND WHEREAS the OWNERS appointed **'SRI SHIBU GHOSHAL & SMT. APARNA GHOSHAL'** 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" and as such executed a General Power of Attorney Being No. 3498/2023 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 and several Shops/Office spaces of different sizes, Car Parking other spaces, by Midnapore Municipality, Paschim Medinipur vide their memo No..... dated

WHEREAS the Developer cum Seller is the Owner/Authorized Seller of ALL THAT a on the**Floor (..... side)** of the " **SREEBHUMI**". marked in the Drawing and Brochure, measuring about **Sq. ft.** little more or little less arrived after final measurement, being the carpet area consisting of one together with undivided proportionate and impartible share and/or interest in the walls, common corridor, stairs, lift and land underneath the said building along with common rights, facilities and amenities thereto at premises as mentioned in Schedule under Midnapore Municipality, Paschim Medinipur.

AND WHEREAS the Developer cum Seller entered into an **Agreement dated** with the Buyer to sell the **Schedule “B”** mentioned flat at a considerable price of **Rs...../= (Rupees**) **only** per square feet measuring **square feet** little more or little less of **carpet area**, along with other applicable charges the purchaser accepted the said proposal and agreed to purchase the in the **Floor (..... side)** at the said rate on the following terms and conditions after having full satisfaction over the title of the property which is specially mentioned in the scheduled below.

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;

AND WHEREAS the Vendor/Promoter herein has completed the construction in compliance with the sanctioned plan and the conditions stated in the sale agreement dated, the said in the floor of **SREEBHUMI "** at Mouza - Narampur, under Midnapore Municipality, Paschim Medinipur situate in Schedule “A” property and the Unit is now in habitable

condition and obtained completion certificate from **the Midnapore Municipality vide their Memo No., dated**

AND WHEREAS the Purchasers herein having paid the full consideration **Rs./=** on different dates as shown in the Memo of Consideration appended hereto and as per terms of sale agreement called upon the vendor/promoter to execute and register an appropriate Indenture of Conveyance to transfer the said **Unit** in the name of the said purchaser. ALL THAT one complete **Unit** in the in the **Floor (..... side)** of the "**SREEBHUMI**" 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 area consisting of onebedroomkitchen.....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...../= (Rupees**

.....) **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** Floor (..... side) in "**SREEBHUMI** " 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 "B"** 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 "C" 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 TO 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.
- l) 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 or decorate the exterior of the Unit otherwise than 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.
- s) That after registration of the Unit in favour of the Purchaser, the Purchasers and/or other Unit owners will form a REGISTERED SOCIETY/ FLAT & SHOP OWNERS ASSOCIATION for the said "**SREEBHUMI** " 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.

THE “SCHEDULE A” ABOVE REFERRED TO:

(DESCRIPTION OF THE LAND OF ENTIRE PROJECT AREA)

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

Mouza - Narampur, J.L. No.174,

L.R. Khatian No. – 2714

R.S. Plot No. – 15

L.R. Plot No. – 847

Measuring = 0.0661 Acre = 6.61 Dec. (6.6 dec. as per Record of Rights) = 2880 Sq. ft.

Shown specifically in the map annexed within the limit of Midnapore Municipality, District- Paschim Midnapore, and Pin Code No.721101.

Butted and Bounded

To the North : Juthika Singha.

To the South : Purnendu Sen and vacate land.

To the East : 25 ft. wide road

To the West : Uttam Kumar Das

SCHEDULE “B” ABOVE REFERRED TO:

(PARTICULARS OF THE PURCHASER’S ALLOCATION)

ALL THAT piece and parcel of self-contained flat in the multistoried building over ‘A’ Schedule Property as mentioned above in floor Flat No. at the measuring Carpet Area Sq.ft. consisting of ... bed rooms, ... toilet/bathrooms, ... living room, ... kitchen,balcony equal to 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 dependant 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 co-operate 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 "C" ABOVE REFERRED TO:

(COMMON AREAS/ FACILITIES/ AMENITIES ETC)

Common area, common parts, facilities and amenities as referred to herein above shall be proportionate attributable to the each flat which include the following:-

1. Foundation column, beams, support, main walls, boundary walls, common drains, sewerage system common spaces, corridors, lobbies.
2. Common lift / stair case from ground floor landing up to Top floor.

3. Underground water reservoir, Septic tank, overhead water tank.
4. Electrical meter room, pump and motor room, pipe and conducts and walls apparatus and installations in the said building for common use.
5. Main entrance gates from main road up to the Flat.
6. Entrance passage of the building to be the common entrance from main road to the stair Lift up to the Flat/Shop.
7. Pipe lines for water connection for common use.
8. Common egress and ingress to the other parts of the said proposed building.

Apart from the same following common amenities shall be available to be used by the owners and occupiers of the residential units:-

- i. Temple
- ii. Gym
- iii. CCTV
- iv. Children's Play area within campus and open to the sky
- v. Power backup in each flat up to 300 watt

- vi. Four bedded dormitory for employees
- vii. Community hall

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 Typed by:

For DEVELOPER:

Signature of Purchaser

WITNESSES:

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 sum of **Rs...../= (Rupees**) **only** being the full consideration money as per memo below:-

MEMO

Date	Cheque No	Bank Name	Amount (Rs.)
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		TOTAL :/=

(Rupees) only

SIGNATURE OF VENDORS/DEVELOPERS