

DEED OF CONVEYANCE

THIS DEED OF Conveyance is made on this day of

TWO THOUSAND AND , in Christian Era AMONGST

1) SAMIR KUMAR NANDY, Son of Late Jatindra Bikash Nandi, by faith – Hindu, by Nationality – Indian, by Occupation- Retired Person, Residing at, Madhya Para Road, PO- Rahara, PS- Rahara (Previously Khardah), Dist North 24 Parganas, Kolkata – 700118, Pan no. – AKIPN4995P.

2) SUBIR KUMAR NANDY, Son of Late Jatindra Bikash Nandi, by faith – Hindu, by Nationality – Indian, by Occupation- Retired Person, Residing at, Madhya Para Road, PO- Rahara, PS- Rahara (Previously Khardah), Dist North 24 Parganas, Kolkata – 700118, Pan no. – ABOPN8139).

Hereinafter jointly called and referred to as the LANDOWNERS (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their heirs, executors, administrators, successors, legal representatives and or assigns etc) , all the Landowners jointly represented through their constituted Attorney "*Pioneer Associates*", appointed and nominated the Attorney through a registered Development Power of Attorney , registered in the Office of A.D.S.R. at Sodepur, recorded as Being no. – I-152400834 for the year 2019, the First Part of the First Party.

AND

"PIONEER ASSOCIATES", Pan no. – AAMFP7725R a Partnership Firm, Registered under the Registrar of Firms, W.B. pursuant to the Indian Partnership Act, 1932 (Act IX of 1932) having its Office at Khardah, 12A/1/35, Khardah Station Road, P.O. + P.S. – Khardah, Dist.- North 24 Parganas, Kolkata – 700 117, hereinafter called and referred to as the "DEVELOPER", represented by its partners namely 1) SRI KANTI RANJAN DAS, Son of Late Nalini Kanta Das, by Religion – Hindu, by Occupation – Business, residing at 1 no. Suryasen Nagar, P.O. & P.S. – Khardah, District. - North 24 Parganas. Kolkata – 700 117, Pan no. – ADSPD7299P, Mob. No. – 9874666097 and 2) SRI GOPAL DAS, Son of Late Narayan Chandra Das, by Religion Hindu, by Occupation Business, residing at "KIRONALAY", Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas, (permanent address at 23, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, District North 24 Parganas, Kolkata – 700 115, Pan no. - AGAPD0725H, Mob. No. - 9123898230, (which term and expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include them and each of their heirs, executors, and or assigns etc.), *The Second Party of the Second Part.*

AND

[If the purchaser is a company]

_____, (CIN no.) a company incorporated under the provisions of the Companies Act, [1956. Or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, duly authorized vide board resolution dated _____, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

[OR]

[If the purchaser is a Partnership Firm]

_____ A partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at, (PAN), represented by its authorized partner duly authorized vide hereinafter referred to as the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the purchaser is an Individual]

Mr./Ms. _____ son/ daughter of aged about residing at _____ (PAN _____) hereinafter called the "PURCHASER"(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successor-in-interest and permitted assigns).

[OR]

[If the PURCHASER is a HUF]

Mr. _____ , son of _____ aged about for self and as the Karta of the Hindu Joint Mitakashara Family Known as HUF, having its place of business/ residence at _____ (PAN _____), hereinafter to as the "PURCHASER" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) *Third Party of the Third Part.:*

WHEREAS:

1. Total landed property measuring more or less 06 Cottahs evolved upon the present Owners corresponding with Title Deed no. -469 for the year 1969 & 376 for the year 1978

Whereas by the manners aforesaid 1) SAMIR KUMAR NANDY, 2) SUBIR KUMAR NANDY, became the joint Owners of the aforesaid inherited landed property and entitled to the joint Owners they all mutated their names with their landed property before the Khardah Municipality and recorded under Municipal Holding no. – 76/1, Madhya Para Road, under Ward no. – 09, all the Owners also recorded their names with their share of land in the L.R. Settlement Record with J.L. No. 03, Re.Su. No. 61, Touzi No. 184-190, comprised and contained in L.R. Dag No. 2725, L.R. Khatian No. 3224 & 3350, appertaining to Mouza – Rahara, PO- Rahara, Police Station – Rahara (Previously Khardah), District North – 24 Parganas.

2. The all Owners are herein thereafter desirous to build up their own residential units upon the land measuring more or less 06 Cotthas, which is clearly stated and described in the First Schedule hereunder written below and for the sake of brevity herein after called and referred to as the “SAID PREMISES”

3. That due to paucity of time to deploy strictly for their own purposes and other reasons whatsoever, which are unavoidable, in such a situation the Owners have no alternative but to search for a good, reputable development concern towards selection of a Joint Venture partner in regard to the development of their Said Premises and accordingly they all for better utilizing their land and due to have arrived at an understanding with the Developer concern towards development of the captioned land as aforesaid by utilizing Developer Concern’s expertise. the Second Part “*M/s, Pioneer Associates*” the Developer concern herein , urging them thereby to develop the said land as described in the First Schedule of Property at their own cost and in pursuance of the Building Plan as would be sanctioned by the local Municipality , thereafter the Owner and Developer concern “*M/s, Pioneer Associates*” formulated a scheme for development on the said Premises by construction a new multi- storied building having independent residential flats / shops /spaces and for the said purpose the all Owners jointly have entered into one Registered Development Agreement on 15th day of February 2019 , with the Developer “*M/s, Pioneer Associates*”, registered in the Office of A.D.S.R. at Sodepur, being no. – 152400824 for the year 2109.

4. That in pursuant of the above Development Agreement the Owners jointly also executed and registered one Power of Attorney where they all jointly engaged “*M/s, Pioneer Associates*” as their constituted attorney through a registered Power of Attorney on 15th day of February 2019 , registered in the Office of A.D..S.R at Sodepur , recorded as

being no. – 152400834 for the year 2019 , by virtue of the said Power of Attorney authorized and nominated the Developer/Attorney i.e. *M/s, Pioneer Associates* as heir lawful true Constituted Attorney.

5. The Developer by the strength of the above Development and also by virtue of the above Power of Attorney has almost completed construction work to the extent of one multi storied G+IV Building thereon popularly known as “SWAPNO NEER” strictly followed with the Sanctioned Building Plan vide no. –53 for the year 2018 – 2019 sanctioned by the Khardah Municipality comprising with several Flats / Shops / Garages and other constructed areas at the Premises lying at Municipal Holding no. – 76/1, Madhya Para Road, under Ward no. – 09, PO- Rahara, Police Station – Rahara (Previously Khardah), District North 24 Parganas, Pin – 700 118 comprising with several Flats and other utility spaces.

6. Thereafter the Developer declares to sell one of such residential Flat and /or /Shop / Garage Being no. _____ on the Ground/First/Second/Third/ Fourth floor lying on the said building which constructed from the Developer Allocation completed on the said Premises containing by the measurement more or less _____ Sq. ft. Carpet area and or more or less (Covered areas + Proportionate share of common corridors, stair & it's landings + 20% service areas)Sq.ft Super Built up area , which is herein after called and referred to as the Said Flat /Unit and clearly stated and described in the Second Schedule herein below with a consideration amount at the cost of Rs. (Rupees) only the Purchaser/s herein has also agreed to purchase the above said self-contained Residential Flat and / or Shop / Garage and accordingly the Owners/Developer and the Purchaser/s herein have entered into one Registered Agreement for sale, Being no. _____ for the year _____ and /or / un- Registered Agreement for sale on _____ at the aforesaid price out of the Developer's allocation and the Third Party as being an intending Buyer/ s paid an amount of Rs. _____ /- (Rupees _____) as the earnest money to the Developer after the Purchaser/s jointly fully satisfied as to the title of the Vendors and the following conditions.

- a) That he/she/ they has/ have examined the Plan sanctioned by the authorities concerned.
- b) That he/she/they has /have fully satisfied as to the location of the said Flat.
- c) That he/she/they has /have fully satisfied about the specifications and materials used for construction of the said new building and/ or the said Flat.
- d) That the Purchaser/s have accepted the areas of her Unit as correct and undertake not to question the correctness of the same.

7. Now the Purchaser/s desire to purchase on Ownership basis the said Self-contained Flat more or less ____Sq. ft. Carpet area and or more or lessSq.ft. Super Built up area on the building popularly known as “SWAPNO NEER” in connection with the said Registered / Un – Registered Agreement for sale with the total valuation at Rs. /- (Rupees) only absolutely subject to payment of balance consideration amount AND SECONDLY ALL THAT the undivided proportionate share or interest in all common parts and portions areas facilities and amenities comprised in the said Building at the said Premises (more fully and particularly mentioned and described in the *Fifth Schedule* herein written below) AND THIRDLY ALL THAT the undivided proportionate indivisible share or interest in the land underneath the building forming part of the said Premises attributable thereto (more fully and particularly described and mentioned in the Fourth Schedule) stated herein below .

8. In pursuant to the aforesaid Agreement for sale the Purchaser by installments have paid the entire consideration amount of for the price Rs. /- (Rupees.) only of the said Flat unto the Developer which the Developer have duly received and acknowledged the same in the manners herein below.

9. It was agreed by and between the parties that the said undivided share in the land comprised in the said Premises shall always remain impartibly and the right of the Purchasers shall remain restricted to the said Flat on ownership basis and the Purchasers shall not have any right , interest , claim or demand whatsoever or howsoever and in respect of the other portions of the said building and /or open spaces save and except the common areas as stated in the Third Schedule hereinafter written .

Now this Deed of Witnesseth as follows

That in pursuance of consideration of the said sum Rs. /- (Rupees) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer before execution hereof (the receipt whereof the Vendors doth hereby and also by the receipt hereunder written admitted and acknowledged to have been received of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and also the said Flat hereby intended to be sold and transferred) the Vendors doth hereby sell , transfer and convey assure and assign FIRSTLY ALL THAT the Flat being No. -“ ”, on the Ground/ First / Second /Third Floor , measuring more or less _____ **Sq. ft. Carpet area** and or more or less**Sq.ft Super Built up area** up area of the Building

popularly known as "SWAPNO NEER", lying and situated at Municipal Holding no. – 76/1, within the local ambit of Khardah Municipality, Madhya Para Road, under Ward no. – 09, PO- Rahara, Police Station – Rahara (Previously Khardah), District North 24 Parganas, Pin – 700 118 (more fully and particularly described and mentioned in the Second Schedule written herein below) TOGETHER WITH proportionate share of the First Schedule property along with the common right over the common areas and / or sewerage , drainage, water pipe line , underground reservoir , etc. which is clearly stated and described in the Third Schedule hereunder written , the right and title and interest of the DEVELOPER/LANDOWNER in all that the said messages, , land and hereditament and the premises and hereinafter referred as to the said premises or howsoever otherwise the said Flat of the said Premises more fully and particularly described in the map or plan annexed hereto border red ink thereof now are / or is any times or time hereto before were or was butted and bounded known , numbered , described or distinguished together with all building structures, fixtures , erection , sewerage, ways , paths, passages , whatsoever to the said Flat of the said premises or thereunto belonging or which with the same or any part thereof now is / or are or at any time or times heretofore was or were held , used , occupied or enjoyed therewith or reputed to belong or be appertaining thereto and all the estate right, title, interest , property claim or demand or whatsoever the DEVELOPER/ LANDOWNERS unto or upon the said Flat of the said Premises hereinafter granted and conveyed or otherwise expressed or intended so to be and every part thereof and the reversion or reversions , remainder or reminders and / or the rent , issue and profit thereof and or every part thereof and TO HOLD the said Unit Flat on the said Building lying and situated within the jurisdiction of Khardah Municipality, Holding no. – 76/1, Madhya Para Road, under Ward no. – 09, PO- Rahara, Police Station – Rahara (Previously Khardah), District North 24 Parganas, Pin – 700 118, lying on the First Schedule Property stated herein below AND ALL the estates , right, title interest , claim and demand whatsoever of the DEVELOPER/ OWNERS into or upon the same and every part thereof TO HAVE AND TO HOLD the said Flat of the said Premises hereby granted , sold, conveyed , transferred and assured and assigned or expressed or intended so to be unto and to the use of the PURCHASERS herein, the DEVELOPER/ LANDOWNER is now lawfully, rightfully and absolutely seized , possessed and / or otherwise well and sufficiently entitled to the said Flat of the said Premises more fully and particularly described in the Second Schedule hereunder written and every part thereof and indefeasible estate, inheritance in very simple in possession and or estate equivalent thereto free from all encumbrances , attachments or defects in title whatsoever and that the DEVELOPER/ LANDOWNER has good , right full power , absolute authority to grant , convey , transfer, assure , assign the said Flat of the said Premises hereto before granted, transferred , conveyed , assure and / or assign or otherwise expressed and intended in the manner

aforesaid so to be unto to the use of the PURCHASER/S and the said PURCHASER/S SHALL and may at all times hereinafter peaceably and equitably possess and enjoy the said Flat and /or any portion thereof without any lawful ejection or interruption , claim and / or demand whatsoever from or by the DEVELOPER/ LANDOWNER or any person or persons having lawful or equitable claiming any estate and / or interest in the said premises from under or in trust over the DEVELOPER /LANDOWNERS and the DEVELOPER/ LANDOWNERS further covenant that she shall and will from time to time and at all times hereinafter at the request and cost of the PURCHASER/S , their executors , administrators or assigns do or executed or cause to be done or executed all such lawful acts , matters, deeds and things whatsoever for further and more perfectly conveying and assuring the said Flat of the said Premises and every part thereof unto and to the PURCHASER/S in the manners aforesaid according to the true intent and meaning of this Deed and shall or may be reasonably required and will be bound to indemnify against any claim or any person in respect of the said Flat and / or premises herein sold and conveyed and will make good any loss sustained by the PURCHASER/S

And the Vendors doth hereby further Covenant with the Purchasers as follows :-

A. THAT notwithstanding any deed matter or thing whatsoever by the Vendors done or executed or knowing suffered to the contrary the Vendors are now lawfully, rightfully and absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said Flat hereby granted conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate without any manner or conditions use trust encumbrances or make void the same.

B. THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors now have good right full power and absolute authority to grant convey transfer and assign all and singular the said Flat.

C. THAT the said Flat hereby granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispens, debutter, or trust made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors.

D. THAT the Purchaser shall and may at all times hereafter peacefully and quietly hold possess and enjoy the said Flat and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendors or any person or persons having or lawfully or equitably claiming as aforesaid.

E. THAT the Purchaser shall be free, cleared and absolutely discharged saved harmless and kept indemnified against all estate's charges, encumbrances, liens

attachments liens, debentures or trust or claims and demands whatsoever created occasioned or made by the Purchaser or any person or persons lawfully or equitably claiming as aforesaid.

F. AND FURTHER THAT the Purchaser and all persons having or lawfully or equitably claiming any estate or interest in the said Flat or any part thereof through or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

G. THAT the Purchaser shall be entitled to and is hereby authorized to transfer, assign, sublet in respect of the said Flat or any part or portion thereof for such period as the Purchaser in their absolute discretion which may deem fit and proper.

H. THAT the Purchaser shall be entitled to carry out all additions and / or alterations and/or modification subject to permission by the Authorities concerned for which no consent of the Vendor would be necessary and / or required.

I. THAT the Vendors/Landowner shall only be liable for the Title of land and all other shall be disregarded by the Vendors/Landowners.

The Purchaser hereby covenants with the Vendors as follows

- a)** Shall become the member of the Society and or Association of the Owners' of the Building and shall follow all norms and conditions as laid down by the said Society or Association and shall become the member of the said Society or Association and also be bound by the Fifth Schedule herein below.
- b)** Not to cause any annoyance or obstruction to the other users and occupiers of the said Building.
- c)** Not to throw or accumulate any rubbish or garbage.
- d)** Not to damage or disfigure the elevation nor affix or project any article or gadgets on the outer side save the dish Antennae on the roof which will be allowed by the Vendor at all times.
- e)** To pay and discharge the recurring maintenance charges to the concerned agency or organization without default.
- f)** To pay and discharge all other dues such as municipal Tax, Electricity dues etc regularly and punctually.

The Purchaser shall not to

- a) Decorate the exterior of the said Flat otherwise than in the manner as may be decided by the owners' / Association and shall also not disturb and change the color matching and all other decoration and outer face of the said Building.
- b) Use the said Flat other than residential purpose and may not cause nuisance or annoyance to the occupiers of the other portions of the said Building or to the or occupiers of the adjoining properties or for any illegal or immoral purposes.
- c) Store or bring in or permit to be stored or brought in the said Flat any goods of dangerous inflammable or combustible nature or which are heavy enough so as to affect or endanger the construction or the structure of the said Building or any fittings or fixtures therein whatsoever.
- d) The open space on the ultimate roof of the building shall be common roof but as regards the user of the same by the Purchaser and the other Co-Occupiers, it is expressly provided by the Vendor and acknowledged, agreed and accepted by the Purchaser/s that in case of the Vendors constructing one or more additional floor there above, subject to sanction by the sanctioning authority then the open space on the ultimate roof of the top floor shall be used as the common roof.
- e) Save those expressed by the Vendor to form part of the Common Parts and Portions, no other part or portion of the new Buildings or the Housing project shall be claimed to be part of the common parts and portions by Purchaser/s either independently or in common with any other Co-owners.

First Schedule referred to as Said Premises

ALL THAT PIECE AND PARCEL of homestead Bastu land measuring more or less 06 Cotthas, Together with Under Constructed Multi Storied Building popularly known as " SWAPNO NEER " lying and situated at Municipal Holding no. – 76/1, within the local ambit of Khardah Municipality, Madhya Para Road, under Ward no. – 09, PO- Rahara, Police Station – Rahara (Previously Khardah), L.R. Dag No. 2725, L.R. Khatian No. 3224 & 3350, appertaining to Mouza – Rahara, J.L. No. 03, Re.Su. No. 61, Touzi No. 184-190, Police Station – Rahara (Previously Khardah), District North – 24 Parganas, Pin – 700 118, within the Office of A.D.S.R. at Sodepur butted and bounded as follows :-

On the North : Madhya Para Road
On the South : House of Bipul Nath, Narayan Nath & Ashu Nath
On the East : House of Mritunjoy Sadhukhan
On the West : House of Akyay Chatterjee & Suresh Achariya

SECOND SCHEDULE ABOVE REFERRED TO SOLD OUT PROPERTY --- FLAT

ALL THAT one under constructed residential Flat being Unit No. on the
side lying on the Ground/First /Second /Third / Fourth Floor of the Building measuring
more or less Square feet Carpet Area , be the same more or less Sq.ft
super built - up area consisting with --- Bed Rooms, 1 Dining cum Drawing Room, __
Kitchen, --- Toilet, --- Verandah /Balcony together with undivided proportionate share or
interest in the land comprised of the said Flat lying on the Building popularly known as
“SWAPNO NEER” underneath of the said new Building on the premises described in the
FIRST SCHEDULE hereto lying and situates at Municipal Holding no. – 76/1, Madhya Para
Road, under Ward no. – 09, PO- Rahara, within the Municipal jurisdiction of Khardah ,
Police Station – Rahara (Previously Khardah), District - North 24 Parganas , Pin – 700 118,
with facility of LIFT and all floors finished with FLOOR TILES, TOGETHER WITH
all common facilities and amenities provided for Flat Owners as stated in the Third
Schedule herein below.

The Third Schedule above Referred to
Common area and facilities

1. The foundation, columns, beams, supports,
2. Path and Passages for free egress and ingress leading to the said Unit.
3. Water Pump its Motor, Water Tanks, Water Pipes and other Plumbing installations.
4. Overhead & Underground Water Reservoir, Electric Meter room / space if any,
5. Drainage sewers and rain water pipes. Drainage and sewerage evacuation pipes from the Units to the Municipal Drainage.
6. Such other common parts, areas, equipment installations, fixtures fittings, in or about the said building as are necessary including the common areas.
7. Stair and all its landings, Lift, Top floor roof.

Fourth Schedule above Referred to
Maintenance bear by the Flat Owners

1. All costs of maintenance, operating, replacing, repairing, white washing, painting, decorating and rebuilding, reconstructing, lighting the common portions and the common areas of the proposed building including the outer walls.
2. All charges, deposits for supplies of the common utilities to the Flat & Shop Owners in common.
3. Costs/expenses of constitutions and operation of the association.
4. Cost of running, maintenance, repairs and replacements of pumps, its motor and other as used as commonly.
5. Electricity charges for electrical energy consumed for the operation of the common services including water pumps e.tc.

In witness whereof the Parties hereto have hereunto set and subscribed their hands and seal and executed this Deed of Conveyance on the day month and year first above written.

Signed and Delivered
By the Owners 1.
through their constituted
Attorney "Pioneer Associates"
In the presence of 2.

Signed and Delivered 1.
By the "Pioneer Associates"
The Developer
In the presence of 2.

Signed and Delivered
by the Purchaser/s

In the presence of

Drafted and Prepared by

MEMO OF CONSIDERATION

RECEIVED FROM THE WITHIN NAMED PURCHASER/S THE WITHIN MENTIONED SUM
OF RS _____ /- (RUPEES _____) ONLY . AS
PER MEMO OF CONSIDERATION MENTIONED BELOW.

By :-

Cheque /Cash

Rs.

Total Rs.

(Rupees

) only

Signed and Delivered 1.
By the "M/s Pioneer Associates"
The Developer
In the presence of 2.
1.

2

PIONEER ASSOCIATES


Partner