### **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE made on thisday ofyear Two Thousand Twenty Four (2024).

in the

## BETWEEN

(1). NEGUS SERVICES PRIVATE LIMITED [PAN No. AABCN5422D],a company incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 2<sup>nd</sup> Floor, P.O. G.P.O, P.S. Hare street, Kolkata - 700001 and (2). WITHAL SERVICES PRIVATE LIMITED, (PAN-AAACW4481E), a company incorporated under the Companies Act. 1956, having its Regd. Office at 18, R.N. Mukharjee Road, 2nd Floor, P.O. - GPO, P.S.- Hare Street, Kolkata 700001 and (3). SURUCHI VANIJYA PRIVATE LIMITED [PAN No. AAJCS9904K], a company incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 2<sup>nd</sup> Floor, P.O. G.P.O, P.S. Hare street, Kolkata- 700001, all the Company represented by its Director, MR. MANOJ KUMAR BUDHIA and (4). MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702], son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal, hereinafter called the "OWNERS" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include its heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs) of the **FIRST PART**.

#### AND

**NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P],** a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212] & [MOBILE NO. 9836048243], son of MojambariMolla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, hereinafter called and. referred to as the "PROMOTER" (which expression shall, wherever the context permits, include its successors in interests and assigns including those of the respective partners) of the SECOND PART.

AND

[If the Allottee is a company	/]			
	, (CIN no	) a	company	
incorporated under the promay be], having its registered	visions of the Companies Ac			,(PAI
repugnant to the context of successor-in-interest, execu	or meaning thereof be deer		nclude its	/
[If the Allottee is a Partners	hip]			
	, a partnership firm i	registered under th	ne Indian	
Partnership Act, 1932, havir or meaning thereof be de executors, administrators an partners).	eemed to mean and inclu	ide its successors-ii	n-interest,	, (Pai
	[OR]			
[If the Allottee is an Individu				
Mr. / Ms.		, (Aadha	r no.	
	) son / daughter of			
	/	aged	about	
	, (PAN			
the "Allottee" (which expre thereof be deemed to mea successors-in-interest and p	an and include his/her hei		-	
[If the Allottee is a HUF]				
Mr.	, (Aadhar no.	) son of		age

as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other allottee(s), in case of more than one allottee] The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS one Negus Services Private Limited, M/S Withal Services Private Limited, Suruchi Vanijya Private Limited and Mr. Manoj Kumar Budhia ("Owners") are the absolute and lawful owners of [Please insert land details as per laws in force] 287.3975 Decimal equivalent to 08 Bigha 13 Cottah 14 Chittak more or less lying and situated at Mouza - Bishnupur, comprised in R.S. & L.R. Dag Nos. 3842, 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4080, 4088, 4089, 4091, 4092, 4096, 4097, 4100, 4101, 4102, 4103, 4105, 4106, 4110, 4111, 4112, 4113, 4114, 4115 and 4116, new L.R. Khatian Nos. 10967, 10968, 11086, 11723, 11871, 11989, 12120 and 13034, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur** Gram Panchayet, within the jurisdiction of Rajarhat Police Station, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135 ("Said Land") vide sale deed/ lease deed(s) dated registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance \_\_\_\_\_ in Book No Voucher No\_\_\_\_ Pages from

**AND WHEREAS** said **Owners** herein seized and possessed and enjoyed the said property more fully described in the **Schedule 'A'** hereunder written and is otherwise well and sufficiently entitled to the said property and uninterruptedly enjoyed the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and transfer the same to any intending person or persons as the present **Owners** shall think fit and proper.

to

**AND WHEREAS** during the possession of the said **Owners** herein intend to develop **ALL THAT** piece and parcel of undivided land more fully described in the **Schedule** 'C' hereunder written by raising construction a new **Multistoried Building** and thus enquired and discussed with various Contractors, Developers regarding construction of a new **Multistoried Building** and gained knowledge thereto.

**AND WHEREAS** upon discussion with such building Contractors, Developers regarding construction of the said present **Owners** realized that it was not within **their** means and financial capacity to afford the cost and express required for construction of a new **Multistoried Building** and the common Director of both the companies approached to the above named **Developer** to help **them** in the matter of implementation of their idea of erecting the proposed new **Multistoried Building** by securing Intending Purchaser or residential and as will as commercial unit to be constructed according to the building plan to be sanctioned by the competent authority.

**AND WHEREAS** on hearing such intention of the **Owners**, the common Director of both the companies herein approached that **they** are agreed to undertake the aforesaid job, where the **Owners** accepted the same under some terms and conditions mentioned thereon.

AND WHEREAS by virtue of the 4 (Four) Registered Development Agreement along with Registered Power of Attorney registered at the office of the Additional Registrar of Assurance I and II and IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2022. Pages from 842219 to 842250 bearing Deed No. 13185 of the year 2022 and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 bearing Deed No. 13187 of the year 2022 and also recorded in Book No. 1, Volume No. 1902-2022. Pages from 462466 to 462503 bearing Deed No. 13495 of the year 2022 and also recorded in Book No. 1, Volume No. 1901-2023, Pages from 236544 to 236635 bearing Deed No. 6070 of the year 2023, made between the Owners and Developer, the Developer agreed to develop the said land more fully described in the Schedule 'A' hereunder written by making construction of a new Multistoried Building thereon consisting of several numbers of flat, shops, garages according with the building plan to be sanctioned and approved by the competent authority. AND WHEREAS by virtue of the aforesaid **4 (Four)** Registered Development Agreement along with Registered Power of Attorney, JAMALUDDIN MOLLA, Developer herein, became the Constituted Attorney of the Owners.

**AND WHEREAS** the **Developer** herein with a view to develop the said land by way of construction consists of numbers of flat, shops, garages, in the **G+4 storied building**, formulated scheme and necessary plans and specification for the purpose of construction of the said apartment building which has been sanctioned and approved by the competent authority.

**AND WHEREAS** under the aforesaid **Development Agreement along with Development Power of Attorney** the **Owners** specifically granted right to the **Developer** to enter into Agreement for sale of Flat / Shop / Car Parking space or portion of the building and the **Owners** authorize the **Developer** to sell and transfer all the flat, shops, garages and portion of the building and enter into all contracts and agreement in connection thereof to any intending Purchaser or Purchasers save and except the allocated portion of the **Owners** in terms of all the abovementioned **Development Agreement with Development Power of Attorney**.

**AND WHEREAS** by all the abovementioned **Development Agreement with Development Power of Attorney** the **Developer** have been empowered to build the proposed building upon the said land in accordance with the sanctioned plan or enter into any contract or agreement with the intending Purchaser/s or take advance from the said intending Purchaser/s against the respective unit and also **Developer** have been empowered to collect the consideration money from the sale of **Developer's allocation** as well as **Owners' allocation** also from the intending Purchaser/s and issue money receipt in his / her / their own name/s and moreover take advance of consideration money from the intending Purchaser/s for **Developer's allocation** as well as **Owner's allocation** also.

**AND WHEREAS** by virtue of the said **Development Agreement** and vested power the **Developer** has taken delivery of peaceful and khas possession of the land as specifically mentioned in the **Schedule 'C'** hereunder written.

**AND WHEREAS** in terms of the said **Development Agreement** and as per said sanctioned building plan, the **Developer** started the remaining work of the said building which is now going in progress.

**AND WHEREAS** the **Developer** and the **Owner** declare and confirm that the said Flat/Unit/ Car Parking Space is forming part of **Developer's Allocation**.

**AND WHEREAS** the **Owners** and the **Developer** are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

**AND WHEREAS** the **Purchasers** have taken inspection of the title deed, sanctioned plan and all other relevant documents including layout as aforesaid and have made all necessary searches and **are** fully satisfied with the plan and marketable title of the Owner's land and the **Purchasers** having been spontaneously agreed not to raise any objection and / or make any

**AND WHEREAS** the **Developer** doth hereby undertakes, confirms and assures unto the **Purchasers** that the said **Bungalow** agreed to be purchased together with the proportionate land more fully described in the **Schedule 'B'**, is free from all encumbrances including mortgage, charge, lien and attachment whatsoever and that the **Developer** have and still have full and absolute power to transfer, convey and deliver ownership and physical possession of the said **Bungalow** more fully described in **Schedule 'C'** written hereunder in favour of the **Purchaser**.

**AND WHEREAS** at the request of the **Purchasers**, the **Owners / Vendors** herein agreed to sell, transfer and convey **ALL THAT** a piece and parcel of land measuring ------sq.ft. (Two Thousand One Hundred and Sixty) be the same a little more or less along with one residential **G+1 Storied Bungalow being no.** -----, **Phase** ---- and attributable to the said **residential** according to the terms and conditions hereinafter written.

#### NOW THIS DEED OF CONVEYANCE WITNESSETH and it is mutually agreed as follows :-

THAT in consideration of Rs. -----/- (Rupees ----------) only inclusive of Miscellaneous and exclusive of GST which is already paid by the Purchaser to the Developer herein and the Developer doth hereby indefeasibly sell grant, convey, transfer, assure and assign free from all encumbrances, attachments, liens, charges etc. unto and in favour of the Purchasers ALL THAT a piece and parcel of land measuring 2160 sq.ft. (Two Thousand One ALL THAT a piece and parcel of land measuring -----sq.ft. (------) be the same a little more or less along with one residential G+1 Storied Bungalow being no. -----, Phase ----- and the said Bungalow will have --- Bed Room, --- Drawing cum Dining Space, ----- Store Room, ----- Puja Room, ----- open Kitchen, ------ Toilet and 1 Balcony and ----- Car Parking Space on the Ground floor measuring ---------- (----- ) sq. ft. and the said Bungalow also will have ---- Bed Rooms, ----Drawing cum Dining Space, --- Toilets, -- Balcony on the First floor measuring ------ (---------- ) sq. ft. with Vitrified Tiles flooring and ------ Swimming pool on the Roof / Terrace of the Bungalow no. ----- of the Township Project namely SUNSHINE GREEN CITY, situated at Lauhati, Rajarhat, under Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, Kolkata - 700135 more fully described in the Schedule "B" and along with the undivided proportionate share of land more fully described in the Schedule "A", including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the Schedule 'C' & 'D' respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972, as per provisions of the West Bengal Apartments Ownership Act, 1972 and referred to as the said property infavour of the Purchasers absolutely and forever AND the **Developer** hereby covenants with the **Purchasers** and **their** heirs, executors and representatives that notwithstanding any acts, deeds, matters or things by the **Developer** made done executed or knowingly suffered to the contrary, the Developer had good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said property to the Purchasers without any encumbrances AND further that the **Owners / Vendors** are now lawfully and rightfully seized, possessed of or otherwise well and sufficiently entitled to the said property hereby granted and conveyed or otherwise expressed or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance in possession or an estate equivalent thereto without in any manner or condition use or trust or other things whatsoever AND THAT notwithstanding any such acts, deeds, matters and things whatsoever executed or knowingly suffered to the contrary, the **Owners / Vendors / Developer** have now in **themselves**, good, right, full power and absolute authority and unencumbered and unfettered liberty to transfer, convey, assure and assign the said property and every part thereof hereby sold, transferred, conveyed or otherwise or expressed or intended so to be unto and in favour of the **Purchasers** in the manner aforesaid AND THAT the **Purchasers** and **their** heirs, executors, administrators, representatives and assigns shall or may at all times hereafter peacefully and equitably possess and enjoy the said property free from all encumbrances, charges and / or every part thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Developer or its heirs, successors AND FURTHER THAT the Developer and its executors, legal heirs, representatives, successors, assigns shall at all times hereinafter indemnify and keep indemnified the Purchasers and their heirs, executors, administrators and assigns against any kind of loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the **Owners / Vendors / Developer** or any breach of the covenants hereinbefore contained.

#### **SCHEDULE "A"ABOVE REFERRED TO** (Description of the Land and Property)

THAT piece or parcel of Bastu land measuring an area of **287.3975 Decimal** equivalent to **08 Bigha 13 Cottah 14 Chittak** more or less lying and situated at Mouza - Bishnupur, comprised in R.S. & L.R. Dag Nos. **3842**, **3837**, **3839**, **3840**, **3841**, **3842**, **3843**, **3846**, **3848**, **4080**, **4088**, **4089**, **4091**, **4092**, **4096**, **4097**, **4100**, **4101**, **4102**, **4103**, **4105**, **4106**, **4110**, **4111**, **4112**, **4113**, **4114**, **4115** and **4116**, new L.R. Khatian Nos. **10967**, **10968**, **11086**, **11723**, **11871**, **11989**, **12120** and **13034**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of Chandpur Gram Panchayet, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135. Being butted and bounded by:

#### THE SCHEDULE 'B' REFERRED TO (Bungalow hereby conveyed)

**ALL THAT** a residential **Bungalow being no.** ------, **Block** - -----, containing a super built up area of ----- (------) **Sq. ft.** be the same a little more or less consisting of --- Bed Rooms, -- Drawing cum Dining Space, ------ open Kitchen, ----- Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** namely **SUNSHINE GREEN CITY'**, situated at Lauhati, Rajarhat, under Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, Kolkatta - 700135 and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule** `-----', `-----', `-----', `-----', `-----', `-----'

#### THE SCHEDULE 'E' ABOVE REFERRED TO (Construction and finishing Specification)

1	Structure	RCC Pile foundation.		
2	Walls	Brick work will be done with good quality Bricks, all outer walls are		
		8' thick, main partition walls are 5" thick and all inner walls 3" thick		
		respectively.		
		Brick walls with internal pop finish and external weather proof paint.		
3	Flooring	Vitrified tiles in the inside Bungalow. Marble / kota / tiles in the		
	_	staircase & lobby.		
4	Doors	Wooden frames with flash door.		
5	Windows	Anodized Aluminum sliding windows with clear glass.		
6	Kitchen	Granite counter top with glazed tiles upto 2 feet over counter.		
7	Toilets	Glazed tiles upto door height, hot & cold water point with C.P.		
		fittings.		
8	Electric	Concealed wiring with copper wire and branded switches.		

**Extra Work :** If any extra work be made by instance of the **Purchasers** the charges for the said works will be paid to the **Promoter** by the **Purchasers** herein.

#### <u>THE SCHEDULE `F' ABOVE REFERRED TO</u> (<u>Common Service Area</u>) COMMON AREAS COMMON TO THE CO-OWNER PART – I

**1.** Open and / or paths and passages.

2. Space / room for water pump with motor.

**3.** Staircase lobby and landing.

**4.** Ultimate Roof / Terrace of the building.

**5.** Lift.

**6.** Gymnasium.

**7.** Swimming pool.

8. Community Hall.

**9.** Club.

**10.** Generator.

#### COMMON INSTALLATION COMMON TO THE CO-OWNER PART – II

1. Drains sewers, Septic tank and pipes from the building to the panchayat duct.

**2.** Grills railing for staircase.

**3.** Water pump with motor and water distribution pipe (save those inside any unit).

**4.** Electrical installations and Electric meter place.

**5.** Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.

**6.** Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

#### (Common Service Area) PART – III

**1. MAINTAINENCE :** The **Purchaser** shall pay **Rs.** -----/- + GST per sq.ft. in respect of super built up area of **his Bungalow** as maintenance charge. The **Purchaser** shall pay to the **Promoter** the maintenance charges of the said building within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Charges shall become payable from the Possession Date. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Purchaser** shall not be entitled to object therein.

**2. OPERATION :** All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.

**3. STAFF** : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

**4. ASSOCIATION :** Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

**5. RESERVES :** All creating of fund for replacement renovation and / or other periodic expenses.

**6. INSURANCE** : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

**7. OTHERS :** All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

#### THE SCHEDULE 'G' ABOVE REFERRED TO PAYMENT SCHEDULE Part-I

The total consideration of the said **residential Bungalow** is fixed and settled by the parties for a sum of **Rs.-----/- (Rupees ------)** only inclusive of GST only which is to be paid by the **Purchaser** to the **Promoter** on or before the execution of these presents.

#### Additional Payments payable wholly by the Purchaser Part-II

(a). Sales tax, GST, contract tax, VAT, betterment and / or development charges and

any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **Bungalow** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Owners / Developer** from the **Purchasers** and deposited with the competent authority thereof.

(b). Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential **Bungalow** as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. (c). Charges levied by the **Owners / Developer** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **Bungalow** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variations.

(d).SUCH other expenses including printing and stationary as also additional litigation

expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the Vendors or the Committee entrusted with the management and upkeep of the said Building.

(e). The expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchasers** in common with the vendor and other occupiers of the other flats and car parking spaces and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchasers** or used by **their** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchasers** in common as aforesaid.

(f). The costs of maintaining and decorating the exterior of the building.

(g). The costs and expenses for running operations and maintaining water pump, electric motors etc.

(h). The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

(i). The costs of working and maintenance of other lights and services charges.

(j). The proportionate rates and outgoings in respect of the said residential **Bungalow** which

is otherwise to be borne and paid by its owners.

(k). Maintenance of regular water supply to the flats.

(I). Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB / CESC in the name of the **Purchasers**.

(m). Formation of the Association for the Common Purpose.

**IN WITNESS WHEREOF** the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

#### **SIGNED, SEALED & DELIVERED**

By the **parties** at KOLKATA In the presence of :-

1.

2.

JAMALUDDIN MOLLA As constituted Power of Attorney Holder of M/S NEGUS SERVICES PRIVATE LIMITED, M/S WITHAL SERVICES PRIVATE LIMITED, SURUCHI VANIJYA PRIVATE LIMITED & MR. MANOJ KUMAR BUDHIA

Signature of the **VENDOR** 

Signature of the Signature of the

**PROMOTERS / Confirming Party** 

Signature of the **PURCHASERS** 

-----

<u>Read over, Explained, Drafted</u> <u>& Prepared By me as per</u> <u>documents and information</u> <u>supplied to me</u> :-

> Sri. Swapnadip Das, Advocate.

## <u>Memo of consideration</u>

**NITU DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, hereby received of and from the within named **Purchaser/s**, (1).

and (2)., within mentioned sum of Rs./- (Rupees) only as full and final consideration as perMemo below : -)

Sl. no.	Dated	Mode of Payment	Amount in Rupees	
1.				
2.				
3.				
4.				
5.				

Total : Rs. /-(Rupees ) only

# SIGNED, SEALED & DELIVERED at Kolkata In the presence of :-

1.

2.

Signature of the DEVELOPERS / Confirming Party