

**DEED OF CONVEYANCE**

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**
  - 3.1 **UDAY KUMAR SINHA [PAN. ARAPS1411Q], [AADHAAR NO. 441179125357] & [MOBILE NO. 9412527949]**, son of Late Guru Prasad Sinha @ Guruprasad Sinha, grandson of Late Girindranath Sinha, by faith - Hindu, by occupation - Retired Person, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
  - 3.1.1 **SUJAY KUMAR SINGHA [PAN. FVPPS0154G], [AADHAAR NO. 836817316285] & [MOBILE NO. 9434624862]**, son of Late Guruprasad Sinha, grandson of Late Girindranath Sinha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
  - 3.1.2 **MALAY KUMAR SINHA [PAN. FRSPS8400N], [AADHAAR NO. 465182361323] & [MOBILE NO. 7477759360]**, son of Late Guruprasad Sinha @ Late Guruprasad Sinha, grandson of Late Girindranath Sinha, by faith - Hindu, by occupation - Advocate, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
  - 3.1.3 **TAPAS SINGHA [PAN. DDQPS9739J], [AADHAAR NO. 751540917507] & [MOBILE NO. 7718463638]**, son of Late Guruprasad Sinha, grandson of Late Girindranath Sinha, by faith - Hindu, by occupation - Retired Person, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.

For, ARU CONSTRUCTION  
  
(ANANDA KUMAR NAYAK)

Partner

Hereinafter jointly and collectively called and referred to as the **“LANDOWNERS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the **ONE PART**.

**AND**

- 3.2 **ARU CONSTRUCTION [PAN. ABWFA2569H]**, a Partnership Firm, having its office at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal, represented by its Partners namely (1) **ANANDA KUMAR NAYAK [PAN. ACPPN9657D], [AADHAAR NO. 451593179989] & [MOBILE NO. 9933430996]**, son of Late Ranjan Kumar Nayak, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, Near Bargabhima Temple, Ward No. 13, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal, (2) **RAJKUMAR SINGHA [PAN. AKIPS3663H], [AADHAAR NO. 452114789624] & [MOBILE NO. 9732697065]**, son of Late Haranath Singha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, Near Bargabhima Temple, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal & (3) **UTPAL MAITI [PAN. APEPM7235A], [AADHAAR NO. 782871896728] & [MOBILE NO. 9933430996]**, son of Late Manas Mohan Maiti, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Parbatipur, Near Chalantika Para, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.

Hereinafter called and referred to as **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowners and the Developer collectively Parties and individually Party.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-**

4. **Subject Matter of Conveyance :**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the ..... **Floor**, ..... **Side**, measuring ..... (.....) **Square Feet be the same a little more or less of covered area corresponding to ..... (.....) Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely **“BHORER ALO”**, situated at Mouza-Reckjoani, Comprised in C.S. Dag Nos. 1002, 1686 corresponding to R.S./L.R. Dag Nos. 1054 & 1058, under C.S. Khatian No. 345, 1454, R.S. Khatian No. 2095, L.R. Khatian No. 5771 & 5772, J.L. No. 13, Touzi No. 2998, P.S. Rajarhat, within the local limit of Rajarhat – Bishnupur 1 No. Gram Panchayat, Kolkata-700135 District- North 24 Paraganas in the State of West Bengal, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat/said property, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS**  
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5.1 **Representations and Warranties Regarding Title :** The Landowner/Vendor/Developer has/have made the following representation to the Purchaser/s regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) UDAY KUMAR SINHA, (2) SUJAY KUMAR SINGHA, (3) MALAY KUMAR SINHA & (4) TAPAS SINGHA, LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS UNDER :**

5.1.1.1 **Absolute Joint Ownership of (1) Harasundari Dasi & (2) Basanta Kumari Dasi under Deed No. 1708 for the year 1923 :** One (1) Harasundari Dasi & (2) Basanta Kumari Dasi, were the absolute joint owners of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of

Tamluk Municipality, in the District - Medinipur, by receiving the same from one Gopeswar Mukhopadhyay, son of Haridas Mukhopadhyay, by the strength of a Registered Deed of Arpannama, which was registered on 23.05.1923, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 24, Page 154 to 156, being Deed No. 1708 for the year 1923.

- 5.1.1.2 **Jointly Sale by the said (1) Harasundari Dasi & (2) Basanta Kumari Dasi to Girindra Nath Singha :** The said (1) Harasundari Dasi & (2) Basanta Kumari Dasi jointly sold, transferred and conveyed their aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur, to one Girindra Nath Singha, son of Late Gorachand Singha, by the strength of a Registered Deed of Conveyance, which was registered on 02.08.1923, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 35, Page 250 to 252, being Deed No. 2720 for the year 1923.
- 5.1.1.3 **Absolute Ownership of Manik Lal Das under Deed No. 4684 for the year 1943 :** One Manik Lal Das, son of Late Aghore Chandra Das was the absolute owner of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur, by purchasing the same from one Nani Gopal Das, son of Late Hari Charan Das, by the strength of a Registered Deed of Conveyance, which was registered on 28.06.1943, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 62, Page 226 to 229, being Deed No. 4684 for the year 1943.
- 5.1.1.4 **Sale by the said Manik Lal Das to the said Girindra Nath Singha :** The said Manik Lal Das sold, transferred and conveyed his aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 4 (Four) Decimals

more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur, to the said Girindra Nath Singha, son of Late Gorachand Singha, by the strength of a Registered Deed of Conveyance, which was executed on 31.08.1945, and registered on 07.09.1945, registered in the office of the Sub-Registrar, Tamluk, and recorded in Book No. I, Volume No. 74, Pages 136 to 139, being Deed No. 5267 for the year 1945.

- 5.1.1.5 **Absolute Ownership of Girindra Nath Singha under (1) Deed No. 2720 for the year 1923 & (2) Deed No. 5267 for the year 1945 :** Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 2720 for the year 1923 & (2) Deed No. 5267 for the year 1945, the said Girindra Nath Singha, son of Late Gorachand Singha, became the absolute owner of ALL THAT piece and parcel of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, AND ALSO piece and parcel of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in total a plot of Bastu land measuring 10 (Ten) Decimals more or less equivalent to land measuring 6 (Six) Cottahs 0 (Zero) Chittacks 36 (Thirty Six) sq.ft. more or less, comprised in C.S. Dag Nos. 436 & 435, R.S. Dag Nos. 436 & 435, under C.S. Khatian Nos. 508 & 507, R.S. Khatian No. 418, lying and situate at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur.
- 5.1.1.6 **Demise of Girindra Nath Singha :** While in absolute possession and absolute ownership over the aforesaid property, the said Girindra Nath Singha died intestate, leaving behind his only son namely Guru Prasad Singha @ Guru Prasad Sinha, as his only heir and successor in interest in respect of his aforesaid property, left by the said Girindra Nath Singha, since deceased.

5.1.1.7 **Absolute Ownership of Guru Prasad Singha @ Guru Prasad Sinha :**

Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from his deceased father, Girindra Nath Singha, the said Guru Prasad Singha @ Guru Prasad Sinha, became the absolute owner of the aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 6 (Six) Decimals more or less equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, AND ALSO piece and parcel of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in total a plot of Bastu land measuring 10 (Ten) Decimals more or less equivalent to land measuring 6 (Six) Cottahs 0 (Zero) Chittacks 36 (Thirty Six) sq.ft. more or less, comprised in C.S. Dag Nos. 436 & 435, R.S. Dag Nos. 436 & 435, under C.S. Khatian Nos. 508 & 507, R.S. Khatian No. 418, lying and situate at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality, in the District - Medinipur.

5.1.1.8 **Demise of Guru Prasad Singha @ Guru Prasad Sinha :** The said Guru Prasad Singha @ Guru Prasad Sinha, son of Late Girindra Nath Singha, died intestate on 14.03.2011, leaving behind his four sons namely (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, as his heirs and successors in interest in respect of his aforesaid property, left by the said Guru Prasad Singha @ Guru Prasad Sinha, since deceased.

It is to be stated here that the wife of the said Guru Prasad Singha @ Guru Prasad Sinha namely Ambika Singha died intestate on 27.05.2004, before the demise of the said Guru Prasad Singha, since deceased.

5.1.1.9 **Absolute Joint Ownership of (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha :**

Thus on the basis of the aforementioned facts and circumstances and on the basis of inheritance received from their deceased father, Guru Prasad Singha @ Guru Prasad Sinha, the said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of Bastu land measuring 6 (Six) Decimals more or less

equivalent to land measuring 3 (Three) Cottahs 10 (Ten) Chittacks 4 (Four) sq.ft. more or less, comprised in C.S. Dag No. 436, R.S. Dag No. 436, under C.S. Khatian No. 508, R.S. Khatian No. 418, AND ALSO piece and parcel of Bastu land measuring 4 (Four) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 6 (Six) Chittacks 32 (Thirty Two) sq.ft. more or less, comprised in C.S. Dag No. 435, R.S. Dag No. 435, under C.S. Khatian No. 507, R.S. Khatian No. 418, in total a plot of Bastu land measuring 10 (Ten) Decimals more or less equivalent to land measuring 6 (Six) Cottahs 0 (Zero) Chittacks 36 (Thirty Six) sq.ft. more or less, comprised in C.S. Dag Nos. 436 & 435, R.S. Dag Nos. 436 & 435, under C.S. Khatian Nos. 508 & 507, R.S. Khatian No. 418, lying and situate at Mouza - Parbatipur, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, Sub-Registration Office - Tamluk, within the local limit of Tamluk Municipality (now Tamralipta Municipality), in the District - Medinipur, and which is morefully described in the First Schedule hereunder written.

5.1.1.10 **L.R. Records** : After having absolute possession and absolute ownership over the aforesaid property, the said (1) Uday Kumar Sinha, (2) Sujay Kumar Sinha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, duly recorded their names in the record of the L.R. Settlement, in following ways :

<u>L.R. Dag</u> No.	<u>L.R. Khatian</u> No.	<u>Khatian in the</u> name of	<u>Total Land</u> in Dag	<u>Nature of Share</u> out of land	<u>1.0000 share</u>	<u>Record</u> [In Decimal]
609	1759	Uday Kr Sinha	06	Bastu	0.2500	01.50
610	1759	Uday Kr Sinha	04	Bastu	0.2500	01.00
609	1760	Sujay Kr Singha	06	Bastu	0.2500	01.50
610	1760	Sujay Kr Singha	04	Bastu	0.2500	01.00
609	1761	Malay Kr Sinha	06	Bastu	0.2500	01.50
610	1761	Malay Kr Sinha	04	Bastu	0.2500	01.00
609	1762	Tapas Singha	06	Bastu	0.2500	01.50
610	1762	Tapas Singha	04	Bastu	0.2500	01.00

5.1.1.11 **Municipal Record** : The said (1) Uday Kumar Sinha, (2) Sujay Kumar Sinha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein (in the name of their deceased father, Guru Prasad Sinha @ Guru Prasad Sinha) duly recorded and mutated their names in the record of the

concerned Tamralipta Municipality (formerly known as Tamluk Municipality), having Municipal Holding No. 0112, in Ward No. 13.

5.1.1.12 **Conversion of Land** : While in absolute possession and absolute ownership over the aforesaid property, the said Krishnam Constructions, Landowner herein, duly applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of the said land possessed by them from 'Danga' to 'Bastu', and the concerned authority duly converted the nature of the said land from 'Danga' to 'Bastu', vide Memo No. .... dated .....

5.1.2 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.2.1 **Sanction of Building Plan** : The said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, duly sanctioned a building plan on the said plot and which is morefully described in the First Schedule hereunder written, from the concerned Tamralipta Municipality, vide Sanctioned Building Plan No. 04019 dated 03.01.2023.

5.1.2.2 **Construction of Said Building** : On the basis of the aforementioned sanctioned building plan, the said ARU Construction, Landowner/Developer herein, constructed a residential G+4 storied building namely "**GIRINDRA RESIDENCY**" on the said plot of land, which is morefully described in the First Schedule hereunder written.

5.1.3 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION**  
:

6. **DESIRE OF DEVELOPMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY :**

6.1 **Desire of Development of the Land & Acceptance** : The said (1) Uday Kumar Sinha, (2) Sujay Kumar Singha, (3) Malay Kumar Sinha & (4) Tapas Singha, Landowners herein, have expressed their desire to develop their aforesaid total plot of land, which is morefully described in the First Schedule hereunder written in accordance with sanctioned building plan vide Plan No. 04019 dated 03.01.2023 duly sanctioned by the concerned Tamralipta Municipality, by constructing a multi storied building thereon, and the present Developer accepted the said proposal and the Landowners have decided to enter into this present Development



Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.1.1 **Registered Development Power of Attorney** : For the smooth running of the said project, the Landowners herein, have agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowners herein, have appointed and nominated the Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

5.1.4 **LAND SHARE & SHARE IN COMMON PORTIONS** :

5.1.4.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.4.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowner/Vendor/Developer represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowner/Vendor/Developer has/have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The Landowner/Vendor/Developer has/have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement,

whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

- 6.1.2 **Right, Power and Authority to Sell :** The Landowner/Vendor/Developer has/have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchaser/s herein.
- 6.1.3 **No Mortgage :** No mortgage or charge has been created by the Landowner/Vendor/Developer in respect of the Said Flat or any part thereof.
- 6.1.4 **No Dues :** No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowner/Vendor/Developer herein.
- 6.1.5 **No Personal Guarantee :** The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowner/Vendor/Developer from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Landowner/Vendor/Developer herein, and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchaser/s based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has/have agreed to purchase the Said Flat from the Landowner/Vendor/Developer herein, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat on .....

8. **TRANSFER :**

- 8.1 **Hereby Made :** The Landowner/Vendor/Developer hereby sell, convey and transfer the Purchaser/s the entirety of its/their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also

together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written.

8.1.1 **Consideration** : The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees .....)** **only** paid by the Purchaser/s to the Landowner/Vendor/Developer herein, receipts of which the Landowner/Vendor/Developer hereby and by the Memo and Receipts hereunder written admits and acknowledges.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms** : The transfer being effected by this Conveyance is :

9.1.1 **Sale** : A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute** : Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances** : Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **SUBJECT TO** : The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification** : Indemnification by the Landowner/Vendor/Developer about the correctness of its/their title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Landowner/Vendor/Developer about the correctness of its/their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor/Developer shall at the cost of the purchaser/s, forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor/Developer and the Purchaser/s as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowner/Vendor/Developer to the Purchaser/s, which the Purchaser/s admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor/Developer with regard to which the Landowner/Vendor/Developer hereby indemnify and agree to keep the Purchaser/s fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowner/Vendor/Developer hereby covenant that the Purchaser/s and his/her/their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser/s, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor/Developer or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor/Developer.
- 9.2.6 **No Objection to Mutation** : The Landowner/Vendor/Developer declare that the Purchaser/s can fully be entitled to mutate his/her/their names in the record of the concerned Bidhannagar Municipal Corporation and/or any other respective authority/authorities and to pay tax or taxes and all other impositions in his/her/their own names. The Landowner/Vendor/Developer undertake to co-operate with the Purchaser/s in all respect to cause mutation of the Said Flat in the name of the Purchaser/s and in this regard shall sign all documents and papers as required by the Purchaser/s.
- 9.2.7 **Further Acts** : The Landowner/Vendor/Developer hereby covenant that the Landowner/Vendor/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the purchaser/s and/or his/her/their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[Description of Land & Premises]**

**ALL THAT** piece and parcel of Bastu land measuring :

<u>R.S. Dag</u>	<u>L.R. Dag</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Nature of</u>	<u>Total Land Area</u>		
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>K</u>	<u>-</u>	<u>CH</u>
<u>SFT.</u>							
436	609	418	1759, 1760, 1761, 1762	Bastu	03	-	10 - 04
435	610	418	1759, 1760, 1761, 1762	Bastu	<u>02</u>	-	<u>06 - 32</u>
					<b>06- 00 - 36</b>		

In total a demarcated plot of vacant Bastu land measuring **6 (Six) Cottahs 0 (Zero) Chittack 36 (Thirty Six) sq.ft. be the same a little more or less**, comprised in **R.S. Dag Nos. 436 & 435**, corresponding to **L.R. Dag Nos. 609 & 610**, under **R.S. Khatian No. 418, L.R. Khatian Nos. 1759, 1760, 1761 & 1762 [in the name of (i) Uday Kumar Sinha, (ii) Sujay Kumar Singha, (iii) Malay Kumar Sinha & (iv) Tapas Singha, Landowners herein]**, lying and situate at **Mouza - Parbatipur**, J.L. No. 143, Re. Sa. No. 1194, Pargana - Tamluk, Touzi No. B-3308, P.S. Tamluk, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly known as Tamluk Municipality), having Municipal Holding No. 0112, in Ward No. 13, [connected with Panskura Tamluk Road (Road Zone : Jaikhana more -- Rest)], in the District - Purba Midnapore (formerly District - Medinipur), Pin Code : 721636, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Land of Jugal Kishore Bhandari.

ON THE SOUTH : Land of Pabitra Dutta.

ON THE EAST : 8 ft. Wide Municipal Road [connected with Panskura Tamluk Road (Road Zone : Jaikhana more -- Rest)].

ON THE WEST : Land of Sanat Batabyal.

#### **THE SECOND SCHEDULE ABOVE REFERRED TO**

**LANDOWNERS' ALLOCATION** : The Landowners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

**The Landowners' Allocation will be allotted as follows :-**

1. The Landowners will get :
  - (i) One number of self contained residential flat, measuring 800 (Eight Hundred) Square feet be the same a little more or less of super built up area, to be allotted on the Second Floor, North-West Side of the proposed building, in the name of Uday Kumar Sinha.
  - (ii) One number of self contained residential flat, measuring 800 (Eight Hundred) Square feet be the same a little more or less of super built up area, to be allotted on the Second Floor, North-East Side, alongwith one room, on the Ground Floor, measuring 100 (One Hundred) Square feet be the same a little more or less of super built up area of the proposed building, in the name of Sujay Kumar Singha.
  - (iii) One number of self contained residential flat, measuring 850 (Eight Hundred Fifty) Square feet be the same a little more or less of super built up area, to be allotted on the Top Floor, North-East Side, alongwith one room, on the Ground Floor, measuring 100 (One Hundred) Square feet be the same a little more or less of super built up area of the proposed building, in the name of Malay Kumar Sinha.
  - (iv) One number of self contained residential flat, measuring 850 (Eight Hundred Fifty) Square feet be the same a little more or less of super built up area, to be allotted on the Ground Floor, North-West Side, alongwith one room, on the Ground Floor, measuring 100 (One Hundred) Square feet be the same a little more or less of super built up area of the proposed building, in the name of Tapas Kumar Singha.
2. Later on, after preparation of the Floor Plan, the units will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the units within the purview of the Landowners' Allocation.

3. The Landowners will also get Rs.18,00,000/- (Rupees Eighteen Lakh only) each as non-refundable deposit i.e Rs.72,00,000/- (Rupees Seventy Two lakh only) in total, to be payable in following manners :
  - (i) Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand only) each i.e. Rs.14,00,000/- (Rupees Fourteen Lakh only) will be payable at the time of signing, executing and registering of this present Development Agreement.
  - (ii) Rs.14,50,000/- (Rupees Fourteen Lakh Fifty Thousand only) each i.e. Rs.58,00,000/- (Rupees Fifty Eight Lakh only) will be payable at the time of handing over of complete physical possession of the Landowners' Allocation.
4. The Landowners will also get three shifting charges each to one, not exceeding Rs.5,000/- (Rupees Five Thousand only) per person per month, the owners namely (1) Sujay Kumar Singha, (2) Malay Kumar Sinha & (3) Tapas Singha will get the aforesaid shifting charges. The existing structure, if any, will be demolished by Developer and the said developer will take the residue after demolition of the existing building.
5. It has also mutually been decided that if the developer will construct any floor over and above G+3 floors, then each landowners will get Rs.2,00,000/- (Rupees Two Lakh only) for the extra floors.
6. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the multi storied building, so to be constructed by the present Developer on the land of the present owners. The other areas will exclusively be treated as Developer's Allocation.
7. The units will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

8. The Landowners herein hereby give permission to amalgamate the land with their neighbour's plot of land. The area of Landowners' Allocation receivable by the Landowners as described above will be calculated on the basis of the proportionate holding by the Landowners on the project land.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Part-I**

**[Description of share of land]**

**ALL THAT** piece or parcel of proportionate impartible share of land morefully and specifically described in the First Schedule hereinbefore.

**Part - II**

**[Description of share of common areas & common amenities]**

**ALL THAT** piece or parcel of proportionate impartible share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[Common Areas & Amenities]**

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.



- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**[Common Expenses / Maintenance Charges]**

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.

10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**[Rights and obligations of the purchaser/s]**

**Absolute User Right :**

The purchaser/s shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendor/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendor/developer or other co-owners, who have already purchased and

acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

**Obligations :**

1. The purchaser/s shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.
  2. The purchaser/s shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
  3. The purchaser/s shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser/s shall be entitled to erect wooden partition in the said flat for the purpose of his/her family requirement.
  4. The purchaser/s shall also pay his/her/their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
- 
5. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**[Easements and Quassi Easements]**

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold

unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.

3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**[Management & Maintenance of the Common Portions]**

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser/s fulfilling his/her obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of

the deposits made by the purchaser/s or otherwise after adjusting all amounts his/her remaining due and payable by the purchaser/s and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.

3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendor/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata

In presence of :-

1.

Uday Kumar Sinha

Sujay Kumar Singha

Malay Kumar Sinha

Tapas Singha

**Landowners**

Ananda Kumar Nayak

Rajkumar Singha

Utpal Maity  
Partners of ARU Construction  
Developer

Purchaser/s

**MEMO OF CONSIDERATION**

Received with thanks from the above named purchasers, a sum of Rs..... (Rupees .....) only towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank &amp; Branch</u>	<u>Amount</u>
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**Witnesses :-**

1.

2.

DATED THE            DAY OF            2023

For, ARU CONSTRUCTION

  
(ANANDA KUMAR NAYAK)

Partner

**DEED OF CONVEYANCE**

**BETWEEN**

ARU CONSTRUCTION  
**Developer**

**Purchasers**


**Drafted By**  
**Pinaki Chattopadhyay & Associates**  
**Advocates**

Sangita Apartment, Ground Floor  
Teghoria Main Road  
Kolkata - 700157  
Ph. : 9830061809

**Composed By**

.....  
Teghoria Main Road  
Kolkata - 700157

For, ARU CONSTRUCTION

  
(ANANDA KUMAR NAYAK)

Partner