

DEED OF CONVEYANCE

District : Birbhum
Mouza : Karidhya
Area of Flat : Sq. Ft. [Carpet]
135 Sq. Ft. [Parking]
Flat No :
Sale Value :
Market Value :

USSAN LAND DEVELOPMENT
& CONSTRUCTION PVT. LTD.

Ujjit Bhattacharya
Director

THIS SALE DEED IS MADE ON THIS THE ___ DAY OF ___, 2020

BETWEEN

- (1) Sri SHIB SHANKAR KEJRIWAL [PAN - AMKPK7601F] son of Late Shyam Sundar Kejriwal, by Nationality Indian, by faith : Hindu, By Occupation : Business, residing at R.N. Tagore Park Road, PO & PS : Suri, District : Birbhum
- (2) Smt SHARBANI SINGH [PAN - BQPPS7914H] wife of Sanjit Kumar Singh, by Nationality : Indian, by faith : Hindu, by occupation - Business, residing at 3/7 Ram Mohan Sarani, Sabuj Nagar, PO : Amrai, PS + Chowki : Durgapur, District : Burdwan, Pin : 713203
- (3) Sri ARUN NAG @ ARUN KUMAR NAG [PAN - ABTPN2893E] son of Late Nitya Gopal Nag, by Nationality : Indian, by faith - Hindu, by Occupation - Business, residing at R.N. Tagore Park Road, PO & PS : Suri, District : Birbhum
- (4) Sri NARAYAN CHANDRA NAG [PAN - ABSPN9737G] son of Late Nitya Gopal Nag, by Nationality : Indian, by faith - Hindu, by Occupation - Business, residing at Suri-Benepukurpara, (Near Prahasan Bhawan), PO + PS : Suri, District : Birbhum, Pin : 731101
- (5) SK TAZAL MOLLAH [PAN - AKKPM8501C] son of Sk Rashid Mollah, by Nationality : Indian, by faith : Islam, by Occupation - Business, residing at Vill : Muthaberia, PO : B.K.T.P.P. Township, PS : Sadaipur, Suri, District : Birbhum, Pin : 731104
- (6) JASMINA BEGAM [PAN- BBFPB1168P] wife of Motiur Rahaman, by Nationality : Indian, by faith : Islam, by Occupation - Business, residing at Vill : Muthaberia, PO : B.K.T.P.P. Township, PS : Sadaipur, Suri, District : Birbhum, Pin : 731104
- (7) Sri AMIT MONDAL [PAN- AMWPMI101G] son of Damodar Mondal, by Nationality : Indian, by faith : Hindu, by Occupation - Business, residing at Suri Nibeditapally (Mihirlal Chattopadhyay Road), PO + PS : Suri, District : Birbhum, Pin : 731101
- (8) Sri SAMIT MONDAL [PAN- AWTPM4396G] son of Damodar Mondal, by Nationality : Indian, by faith : Hindu, by Occupation - Business, residing at Suri Nibeditapally (Mihirlal Chattopadhyay Road), PO + PS : Suri, District : Birbhum, Pin : 731101
- (9) Sri SUBRATA CHATTERJEE [PAN- AKAPC5678A] son of Late Alok Chatterjee, by Nationality : Indian, by faith : Hindu, by Occupation - Business, residing at Suri Dangalpara, PO + PS : Suri, District : Birbhum, Pin : 731101

(10) SEIKH HABIB [PAN- ABOPH0361A] son of Idrish Sk, by Nationality : Indian, by faith : Islam, by Occupation – Business, residing at Vill : Sagar, PO : Chinpai, PS : Sadaipur, District : Birbhum, Pin : 731104

(11) Sri DHRUBAJYOTI DAS [PAN- AFPPD3738J] son of Late Ajit Kumar Das, by Nationality : Indian, by faith : Islam, by Occupation – Business, residing at Suri Hatjanbazar (Collegepara), PO + PS : Suri, District : Birbhum, Pin : 731101

(12) Smt RUMA ROY @ RUMA BHATTACHARYA [PAN- DSNPR5041C] wife of Dipak Roy, daughter of Late Nirendra Chandra Bhattacharya, by Nationality : Indian, by faith : Islam, by Occupation – Business, residing at Suri Dangalpara, PO + PS : Suri, District : Birbhum, Pin : 731101 represent by their lawfully constituted attorney Director of **USSAN LAND DEVELOPMENT & CONSTRUCTION PRIVATE LIMITED [Pan : AACCU5873A]** (Private Limited Company), having its registered office at Suri Dangalpara, PO + PS : Suri, District : Birbhum, Pin : 731101, West Bengal, represented by its **Directors (1) Sri ARIJIT BHATTACHARJEE [PAN – AKZPB2029B]** s/o Sri Nitya Bikash Bhattacharjee, by Occupation – Business, by Nationality – Indian, by Faith – Hindu, resident of Suri Anandapur More, Dangalpara, PO + PS : Suri, Dist : Birbhum, Pin : 731101, West Bengal **(2) Sri UDAY SANKAR BANERJEE (PAN – BAHPB8937P)** S/o Late Dharmadas Banerjee, by faith – Hindu, by occupation – Business, by Nationality – Indian, resident of Suri Old Dangalpara, PO + PS : Suri, Dist : Birbhum, West Bengal, **(3) Sri SUBIR BAKSHI [PAN – AGEPB0248D]** S/o Late Rabindra Nath Bakshi, by Faith – Hindu, by Occupation – Business, resident of Suri Dangalpara, PO + PS : Suri, Birbhum, West Bengal, Pin : 731101 **(4) Sri SUBRATA CHATTERJEE [PAN – AKAPC5678A]** S/o Late Alok Chatterjee, by Faith – Hindu, by Occupation – Business, resident of Suri Dangalpara, PO + PS : Suri, Dist : Birbhum, West Bengal, Pin : 731101, Sub-Division & A.D.S.R. Office Suri, District Birbhum, and the same has been duly registered before the **A.D.S.R. Suri Vide Deed No. I-030203329 for the year 2020, Page No. 58365 to 58416, Volume No. 0302-2020 and Vide Deed No. I-030203046 for the year of 2020, Volume No. 0302-202** herein after referred to as **"THE OWNER"** (which term shall include his heirs, executors, representatives and assigns) of the **FIRST PART**

AND

USSAN LAND DEVELOPMENT & CONSTRUCTION PRIVATE LIMITED [Pan : AACCU5873A] (Private Limited Company), having its registered office at Suri Dangalpara, PO + PS : Suri, District : Birbhum, Pin : 731101, West Bengal (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART**

AND

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Director

(1) _____ [PAN - _____] S/O , D/O, W/O _____, by faith-____, by nationality _____, by Profession ____ (2) _____ [PAN - _____] S/O , D/O, W/O _____, by faith-____, by nationality _____, by Profession _____, both are resident of _____, Post Office: _____, City:- _____, P.S.- _____, District:- _____, West Bengal, India, PIN _____, herein after referred to as "**THE PURCHASER**" (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART**.

By virtue of a Deed of Kobala dated 25th June 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, Being No. I-4570 for the year 2018, the aforesaid Dhrubajyoti Das indefeasibly, sold, transferred, conveyed, assigned and assured for the consideration therein mentioned all that piece or parcel of a plot of Bhati land containing by estimation of an area of **0.0179 acres or 780 sq.ft. or 1 katha 1 chattak 15 sq. ft. in plot no. 1957** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza : Karidhya, J.L. No. 106 corresponding L.R. Khatian No. 2829 under the police station of Suri within the limits of Karidhya Gram Panchayat in the district of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of **Ruma Roy @ Ruma Bhattacharya** free from all encumbrances whatsoever. Therefore in the record of rights of the concerned B.L. & L.R.O. under L.R. Khatian No. 4921 upon payment of relevant khajanas therefore to the said concerned authority.

AND WHEREAS the owners i.e. FIRST PART of these presents intended to develop the Schedule-I property by way of constructing more or more accommodation space by constructing new housing schemes but the owners are not capable to invest huge capital lacks expertise and man power and as such owners approach the Second Part/Developer for developing and constructing the schedule - I property and the Developer accepted the proposal of the owners and agreed to construct multistoried building for dwelling house, flats, apartment upon the Schedule - I and the Developer has agreed upon the owner's proposal and the owners have agreed to authorized the Developer to develop the said property containing by estimation more or less 1.79 Decimals consisting of new building/Houses/Flats/Apartments and other structure to anybody or other body that may be formed by the prospective purchaser of such Flats/ Apartments and other premises in new building.

That prior to execution of this agreement the aforesaid Ruma Roy @ Ruma Bhattacharya previously executed one Registered Development Agreement being No. I-2360/2018 dated 11/09/2018 duly registered at ARA-III at Kolkata in Book No. I, CD Vol No. 1903/2018, Page No. 93415 - 93487 and Development Power of Attorney No. I-6182/2018 dated 11/09/2018 duly registered at ARA-III at Kolkata in Book No. IV, CD Vol No. 1903/2018, Page No. 174187 to 174243 & 62024 - 62075 in favour of Ussan Construction for development and exploitation of landed-measuring and or selling by

the land owner. But since after change of the constitution of Developer and Partnership to Limited Company vides Incorporation dated 17/04/2020 it has become necessary to execute fresh Development Agreement & Development Power of Attorney after cancelling the above noted previous Deed No. I-2360/2018 & I-6182/2018 dated 11/09/2018

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, Being Deed No. O-2004 for the 2018, one Dhrubajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Bhiti land containing by estimation an area of 0.0201 acres or 1 katha 3 chhatak 21 sqft or 876 sqft be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza : Karidhya, J.L. No. 106 comprised in Plot No. 1957 corresponding to L.R. Khatian No. 2829 under the Police Station of Suri within the limits of Karidhya Gram Panchayat in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of Narayan Chandra Nag free from all encumbrances whatsoever.

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, Being Deed No. O-2004 for the 2018, one Dhrubajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Bhiti land containing by estimation an area of 0.0449 acres or 1957 sqft corresponding L.R. Khatian No. 2829 under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of Shrabani Singh free from all encumbrances whatsoever.

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, **Being Deed No. I-2006 for the 2018**, one Dhrubajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Bhiti land containing by estimation an area of **0.0196 acres or 1 katha 2 chattak 44 sq ft or 854 sqft** be the same a little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 comprised in **Plot No. 1957** corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of **Jasmina Begam** free from all encumbrances whatsoever.

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, **Being Deed No. I-2007 for the 2018**, one Dhrubajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT

piece or parcel of a plot of Bhiti land containing by estimation an area of **0.0202 acres or 1 katha 3 chattak 25 sq ft or 880 sqft** be the same little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 comprised in **Plot No. 1957** corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of **Tusahar Kejriwal** free from all encumbrances whatsoever, which has subsequently been sold to present owner **Shib Shankar Kejriwal** vides Registered Deed Sale No. I-1863/2020 dated 26/02/2020

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, **Being Deed No. I-2008 for the 2018**, one Dhrubajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Bhiti land containing by estimation an area of **0.0200 acres or 1 katha 3 chattak 15 sq ft or 870 sqft** be the same little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 comprised in **Plot No. 1957** corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of **Sk Tazal Mollah** free from all encumbrances whatsoever.

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, **Being Deed No. I-2028 for the 2018**, one Dhrubajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Bhiti land containing by estimation an area of **0.0027 acres or 2 chattak 30 sq ft or 120 sqft** be the same little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 comprised in **Plot No. 1958** corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of **Arun Nagr @ Arun Kumar Nag** free from all encumbrances whatsoever.

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, **Being Deed No. I-4567 for the 2018**, one Dhrubajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of Bhiti land containing by estimation an area of **0.0161 acres or 15 chattak 25 sq ft or 700 sqft** be the same little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 comprised in **Plot No. 1958** corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum

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particularly mentioned and described in the Schedule there under written unto and in favour of **Amit Mondal & Samit Mondal** free from all encumbrances whatsoever.

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, **Being Deed No. I-4568 for the 2018**, one Dhruvajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of a plot of Bhati land containing by estimation an area of **0.0247 acres or 1 katha 45 sq ft or 1077 sqft** be the same little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 comprised in **Plot No. 1957** corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of **Seikh Hasib** free from all encumbrances whatsoever.

By Virtue of a Deed of Kobala dated 14th March 2018 duly registered in the office of the District Sub-Registrar at Suri, Birbhum in Book No. I, CD Volume No. 0301/2018, **Being Deed No. I-4569 for the 2018**, one Dhruvajyoti Das indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of a plot of Bhati land containing by estimation an area of **0.00224 acres or 2 katha 11 chattak 25 sq ft or 1960 sqft or 0.0450 acre** be the same little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written unto and in favour of **Subrata Chatterjee** free from all encumbrances whatsoever.

That apart the aforesaid Dhruvajyoti Das after all such sell indefeasibly remain owner of **ALL THAT** piece or parcel of a plot of Bhati land containing by estimation an area of **0.09 acres or 5 katha 7 chattak or 3915 sqft** be the same little more or less including all easement right and appurtenances thereto lying situate at Mouza : Karidhya, JL No. 106 comprised in **Plot No. 1957** corresponding **L.R. Khatian No. 2829** under the Police Station of Suri within the limits of Karidhya Gram Panchayet in the District of Birbhum particularly mentioned and described in the Schedule there under written free from all encumbrances whatsoever.

In the manner as above the aforesaid Narayan Chandra Nag, Shrabani singh, Jasmina Begum, shib Shankar Kejriwal, Sk Tazal Mollah, Arun Nag & Arun Kumar Nag & Dhruvajoyti Das thus between the joint owners and seized and possessed of and/or otherwise well and sufficient entitled to **ALL THAT** piece or parcel of the said plots of Bhati land containing by estimation a total area of **31.35 Decimal** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza : Karidhya, J.L. No. 106 comprised in **Plot Nos. 1951, 1957 & 1958** under the

as the **SAID ENTIRE LAND** free from all encumbrances
claims in any manner.

After purchasing the land containing by estimation a total area of **31.35 Decimals** be the same a little more or less the said **Shib Shankar Kejriwal, Shrabani Singh, Arun Nag & Arun Kumar Nag, Narayan Chandra nag, Tazal Mollah, Jasmina Begam, Amit Mondal, Samit Mondal, Subrata Chatterjee, Sk Hasib & Dhrubajyoti Das** mutated their names in respect thereof in the record of rights of the concerned B.L. & L.R.O. under **L.R. Khatian No. 4820, 4822, 4837, 4838, 4819, 4821, 4923, 4922, 4920, 4919 & 2829** upon payment of relevant khajanas thereof to the said concerned authority.

AND WHEREAS the owners i.e. **FIRST PART** of these present intend to develop the Schedule - I property by way of constructing more or more accommodation space by constructing new housing schemes but the owners are not capable to invest huge capital lacks expertise and manpower and as such owners approach the Second Part/Developer for developing and constructing the Schedule-I property and the Developer accepted the proposal of the owners and agreed to construct multistoried building for dwelling house, flat, apartment upon the Schedule I and the Developer has agreed upon the owner's proposal and the owners have agreed to authorized the Developer to develop the aid property containing by estimation more or less 18.88 katha consisting of new buildings/Flat/Apartments on ownership basis and the owners are agreeable with the proposed new building Flats/Apartments and other structures to anybody or other body that may be formed by the prospective purchaser of such Flats and other premises in building.

Be it stated here that prior to execution of this agreement the aforesaid owners No. 1 - 6 namely **Tushar Kejriwal** (son to Shib Shankar Kejriwal), **Shrabani singh, Arun Nag @Aurn Kumar Nag, Narayan Chandra Nag, Tazal Mollah, Jasmina Begam** previously executed Registered Development Agreement No. I-3124/2018 as well as Development Power of Attorney No. I-3131/2018 dated 26/04/2018 duly registered at DSR Suri in Book No. I, CD Vol No. 0301/2018, Page No. 61942-62011 & 62024-62075 in favour of Ussan Construction for development and exploitation of land ad-measuring 8.30 cottah or 13.77 decimals or 5998 sqft of Bastu land given on the 1st phase by above land owners.

That prior to execution of this agreement the aforesaid owners no. 7-11 namely **Amit Mondal, Samit Mondal, Subrata Chatterjee, Sk Hasib & Dhrubajyoti Das** previously executed one Registered Development Agreement being No. I-2360/2018 dated 11/09/2018 duly registered at ARA-III at Kolkata in Book No. I, CD Vol No. 1903/2018, Page No. 93415 to 93487 & Development Power of Attorney No. I-6182/2018 dated

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11/09/2018 duly registered at ARA-III at Kolkata in Book No. IV, CD Vol No. 1903/2018, Page No. 174187-174243 & 62024-62075 in favour of Ussan Construction for development and exploitation of land ad measuring 10 cottahs 10 chattak 02 sqft or 17.58 decimals or 7627 sqft of Bastu land given on the 2nd phase by above land owners i.e. development and or selling by the land owners. But since after change of the constitution of Developers from Partnership to Limited Company vides incorporation dated 17/04/2020 it has become necessary to execute fresh Development Agreement and Development Power of Attorney after cancelling the above noted previous Deed No. I-3124/208, I-3131/2018 dated 26/04/2018, I-2360/2018 & I-6182/2018 dated 11/09/2018.

AND WHEREAS the land owners desires to develop the "A" Schedule Property" by constructing a multistoried building or as per sanction of Panchayat or Zilla Parishad up to maximum limit of floor as per sanction plan of the Karidhya Gram Panchayat and/or any other concerned Authority/Authorities but due to paucity of fund and lack of sufficient times the Land owners could not be able to take any steps for the said development and as such the Land owners are searching a Developers for the said development works.

AND WHEREAS the land owners herein approached to the Developer herein to develop the "Said Property" by construction of a multi-storied building at Developer's costs and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, authority/ authorities from time to time on taking full and final consideration as fully stated in the SECOND SCHEDULE written herein below in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits by selling the allocation of the Developer as fully described in the THIRD SCHEDULE hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by and between the parties after mutual discussion.

WHEREAS we, lawfully own, acquire, seize and possess and otherwise well and sufficiently entitled and absolutely free from all encumbrances ALL THAT land measuring about total Area of 20 Katha 7 Chattak or 33.79 Decimal or 1367.056 Sq. Mtr under Mouza - Karidhya, J.L. No. 106, L.R. Khatian Nos. 4819, 4820, 4821, 4822, 4837 & 4838, PS : Suri, under the jurisdiction of Karidhya Gram Panchayat, A.D.S.R. Office- Suri, District- Birbhum, West Bengal the property more fully mentioned and described in the First schedule is purchased by the land owners of A.D.S.R.O., Suri and our name duly recorded in the L.R. record of rights.

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AND WHEREAS We intend to get the same land for developed to a multi storied building for that purpose. We got sanctioned plan from the Sanctioning Authority for the construction of the multi-storied building at the Said Property and we entered into a Development Agreement with "**USSAN LAND DEVELOPMENT & CONSTRUCTION PRIVATE LIMITED**" Being a Private Limited Company [Pan : AACCUS873A] (a Private Limited Company), having its registered office at Suri Dangalpara, PO + PS : Suri, District : Birbhum, Pin : 731101, West Bengal

AND WHEREAS the Land Owners desired to develop the described in the schedule below by construction of a multi-storied building up to maximum limit of floor consisting of as many as flats, garages etc. by taking permission of the Karidhya GRAM PANCHAYAT and/or and other concerned Authority /Authorities lack of sufficient times the Landowner could not be able to take any steps for the said development and as such the Landowner is searching a Developer for the said Development works on the said Schedule "A" mentioned land.

AND WHEREAS the Land Owner approached to "**USSAN LAND DEVELOPMENT & CONSTRUCTION PRIVATE LIMITED**" [Pan : AACCUS873A] (a Private Limited Company), having its registered office at Suri Dangalpara, PO + PS : Suri, District : Birbhum, Pin : 731101, West Bengal the Developer and described the other part herein offered it to undertake the jobs of construction of B + G + 4 (Four) building on the said land as per sanctioned building plan and investing necessary funds in thereof.

AND WHEREAS the Developer accepted the said proposal of land Owners as per terms and conditions mentioned below and whereas the Developer shall be permitted to raise construction of B+G+4 residential building on the said land and to make agreement to self and/or to sell to intending buyers only for the Developer's allocation of the new building as may be deemed first and proper by the Developer excepting the proportions of the newly constructed building which will be kept reserved for the land owners as per terms and conditions mentioned below :-

AND WHEREAS the Land Owners and the Developer have agreed to the above proposals and are desirous of recording the said agreement and various terms and conditions to avoid any misunderstanding later on. Hence the parties herein agreed and record in writing with details of such terms and conditions mutually agreed to by the parties herein as below :-

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY DECLARED AGREED BY THE PARTIES AS FOLLOWS :-

BUILDING shall means maximum limit of floors consisting of as many as flats shops, garages etc to be constructed according to the plan including any modification and /or

addition sanctioned by the KARIDHYA GRAM PANCHAYAT duly approved by the form time to time and to be constructed on the "said property" more fully and specially and specifically described in the First Schedule written hereunder, and the said building hereinafter referred to as the SAID "BUILDING"

WHEREAS the First party & Second Party entered into a Development Agreement on 14th Day of May 2019 which is Registered before A.D.S.R. at Suri on 15th Day of May, 2019 vide Deed No. **I-030203329 for the year 2020, Page No. 58365 to 58416, Volume No. 0302-2020 and Vide Deed No. I-030203046 for the year of 2020, Volume No. 0302-202** for development and Power of Attorney Deed No. 030203454 of 2020, Page from 61539 to 61607, Volume No. 0302-2020 under ADSR Suri, Deed No. 030203492 of 2020, Page from 61499 to 61538, Volume Number 0302-2020 and construction of multistoried building consisting of Flat /Apartment along with car parking etc.

AND WHEREAS the plan has been sanctioned and approved by **KARIDHYA GRAM PANCHAYAT** for the construction of B+G+5 (Four) storied building as per **Memo No. 1898/BZP, Suri Date : 09/08/2019**

AND WHERE AS the purchaser being interested to purchase a flat in the "**SAMAIRA APARTMENT**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of **Rs. (Rupees**
) only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No-_____ , on the (____) _____ Floor** having **Carpet Area of (_____) Square Feet with / without a medium size Car Parking space at "SAMAIRA APARTMENT" at Dangalpara, Suri, Birbhum - 731101** particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof **TO HAVE AND TO HOLD** the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his/her heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or

executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., SURI during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring 9.3 Katha or 15 decimals under Mouza - Karidhya, J.L. No. 106, R.S. Plot No. 1951, 1957 and 1958, L.R. Khatian No. 4819, 4820, 4822, 4837 and 4838 under Karidhya Gram Panchayat, A.D.S.R. Office- Suri, District- Birbhum, West Bengal

BUTTED AND BOUNDED BY:

ON THE NORTH : By 10 Ft. Wide Kancha Road
ON THE SOUTH : By N.H. 60 High Road
ON THE EAST : By Vacant Land of Others
ON THE WEST : By Vacant Land of Others.

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No. _____** on **_____ Floor**, measuring **(____) Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in **"SAMAIRA APARTMENT"** at Dangalpara, Suri at the land as described in the First Schedule with proportionate undivided share of the land

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Smit Chatterjee

enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the schedule - Three hereunder).

PART-II

(Parking Space)

All that right to park a medium size car at open/ covered parking space measuring about more or less **135 Sq. Ft.** in the Ground Floor/ vacant place of the Building.

THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "**SAMAIRA APARTMENT**" at Dangalpara, Suri.
2. Corridors of "**SAMAIRA APARTMENT**" at Dangalpara, Suri (Save inside any unit).
3. Drains & Swears of "**SAMAIRA APARTMENT**" at Dangalpara, Suri (Save inside any unit).
4. Exterior walls of "**SAMAIRA APARTMENT**" at Dangalpara, Suri.
5. Electrical wiring and Fittings of "**SAMAIRA APARTMENT**" at Dangalpara, Suri (Save inside any unit).
6. Overhead Water Tanks of "**SAMAIRA APARTMENT**" at Dangalpara, Suri
7. Water Pipes of "**SAMAIRA APARTMENT**" at Dangalpara, Suri
8. Lift Well, Stair head Room, Lift Machineries of "**SAMAIRA APARTMENT**" at Dangalpara, Suri.
9. Pump and Motor of "**SAMAIRA APARTMENT**" at Dangalpara, Suri.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "**SAMAIRA APARTMENT**" at Dangalpara, Suri.
2. Drains & Sewages of "**SAMAIRA APARTMENT**" at Dangalpara, Suri. (Save inside the Block).

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely "**SAMAIRA APARTMENT**" at Dangalpara, Suri.

FIFTH SCHEDULE

'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
 - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
 - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;

- e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
 - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
 - g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
 - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
 - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
 - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
 - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
 - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be

approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

MEMO OF CONSIDERATION

Received on or before executing this agreement Rs. _____ (Rupees _____) only as part of the net price of the said flat and appurtenances more fully mentioned in the Part II of the second schedule here in above written, from the above named

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Nijit Batacharya
Director

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

USSAN LAND DEVELOPMENT & CONSTRUCTION PRIVATE LIMITED, DIRECTOR ARIJT BHATTACHARJEE as a constituted Attorney of Smt. RUMA ROY @ RUMA BHATTACHARYA, Sri SHIB SHANKAR KEJRIWAL, Smt. SHRABANI SINGH, Sri ARUN NAG @ ARUN KUMAR NAG, Sri NARAYAN CHANDRA NAG, Sk TAZAL MOLLAH, JAMINA BEGAM, Sri AMIT MONDAL, Sri SAMIT MONDAL, Sri SUBRATA CHATTERJEE, SEIKH HASIB, Sri DHRUBAJYOTI DAS

**SIGNED AND DELIVERED
By the OWNER (S)**

WITNESSES:

USSAN LAND DEVELOPMENT
& CONSTRUCTION PVT. LTD.

Arijt Bhattacharjee
Director

SIGNED AND DELIVERED
By the Developer (S)

SIGNED AND DELIVERED
By the PURCHASER (S)

**Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction**