

-: DEED OF CONVEYANCE :-

THIS DEED OF CONVEYANCE is made on the \_\_\_\_ day of \_\_\_\_\_ Two Thosand Twenty one 2021)

BETWEEN

1. Mr. Kalyan Kumar Sinha S/o Late Harihar Sinha,  
(PAN AKDPS4480K)
2. Mr. Ujjwal Kumar Sinha S/o Late Harihar Sinha,  
(PAN AKDPS4490H)
3. Mr. Alope Sinha S/o Late Harihar Sinha, (PAN AKDPS4479C)

all are by citizen of India, by faith Hindu, by occupation Business, residing at Katwa Telephone Maidan, P.O – Katwa, P.S, Chowki & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin Code - 713130 hereinafter referred to as **VENDORS/OWNERS** (which expression shall unless repugnant to the context shall mean and include the said vendors, their heirs, successors, executors, administrators, legal representatives and or assigns) of the **FIRST PART.**

AND

R S Construction, (PAN AAYFR0929H) a Partnership Firm having its office at Katwa Telephone Maidan, P.O – Katwa, P.S, Chowki & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin Code – 713130, represented by its Partners.

1 Mr. Kalyan Kumar Sinha S/o Late Harihar Sinha,  
(PAN AKDPS4480K)

2. Mr. Ujjwal Kumar Sinha S/o Late Harihar Sinha,  
(PAN AKDPS4490H)

3. Mr. Alope Sinha S/o Late Harihar Sinha, (PAN AKDPS4479C)

all are by citizen of India, by faith Hindu, by occupation Business, residing at Katwa Telephone Maidan, P.O - Katwa, P.S & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin Code - 713130 hereinafter referred to as **PARTNERS/DEVELOPER/CONFIRMING PARTY** (which expression shall unless repugnant to the context shall mean and include the said **PARTNERS/DEVELOPER/ CONFIRMING PARTY**, their heirs, successors, executors, administrators, legal representatives and or assigns) of the **SECOND PART**. In this deed, the 'Owner' and the 'Developer' are collectively referred to as the 'Vendors'.

AND

\_\_\_\_\_ hereinafter referred to and called as the **PURCHASER** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs successors legal representatives executors administrators and assigns) of the **THIRD PART**;

**AND WHEREAS** Harihar Singh a @ Sinha father of vendors /partners/ Confirming party was Previous Owner & possessor of entire land of Plot Nos. 351 & 352 together with other plots in the district - Purba Bardhaman, P.O, P.S, Chouki & A.D.S.R. - Katwa, Mouza - Ghoshhat ( J.L. No.- 22), R.S. Khatian No – 150 within Katwa Municipality under ward No – 12 and his name dully recorded in R.S. R.O.R.

**AND WHEREAS** aforesaid Harihar Singha Purchased the aforesaid property by a registered deed of sale executed and registered on 19/05/1956 at the office of Katwa S.R. Office and entered in Book No.1, Volume No. - 32, pages 100 to 104, being no. 2970 for the year 1956.

**AND WHEREAS** the aforesaid Harihar Singha @ Sinha became the owner and absolutely seized and possessed of the aforesaid land in the Dist - Burdwan, P.S - Katwa, Mouza - Ghoshhat, Plot No – 351 & 352 together with other plots under Katwa Municipality and



he died leaving behind his wife Gita Rani sinha and his three sons namely Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Alope Sinha who became owners and possessors the same by virtue of Hindu Succession Act as the legal heirs of Harihar sgha @ Sinha.

**AND WHEREAS** aforesaid Gita Rani Sinha become the owner and absolutely seized and possessed of the aforesaid land died leaving behind her three sons namely Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Alope Sinha who became owners and possessors the same by virtue of Hindu Succession Act as the legal heirs of Gita Rani Sinha.

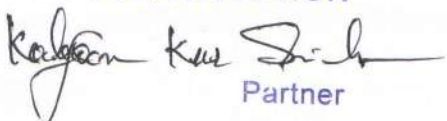
**AND WHEREAS** the aforesaid Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Alope Sinha became the owner and absolutely seized and possessed of the total land admeasuring 21 decimal in the Dist – Purba Bardhaman, P.S - Katwa, Mouza - Ghoshhat, J.L No 22, Plot No - 351, Area 04 decimal and Plot No. 352, Area – 17 decimal., under Katwa Municipality and mutated their names in the record of L.R.R.O.R, in L.R. Khatian. No. 5729, 5730 & 5731 under Ghoshhat Mouza by paying rent regularly and have converted the nature of land from Danga to Bastu and have also amalgamated the said two plots to treat the same as single unit and have mutated their names in the record of Katwa Municipality by paying tax and absolutely seized and possessed the said properties more fully described in the **Scheduled “A”** hereunder.

**AND WHEREAS** aforesaid Kalyan Kumar Sinha, Ujjwal Kumar Sinha and Alope Sinha such user and enjoyment, desirous of developing the said land by making construction of a multi stories building over their aforesaid land more fully described in the scheduled “A” hereunder written enter in to Partnership Agreement dated 03/04/2018 and form **R S Construction, (PAN AAYFR0929H) a Partnership Firm having its office at Katwa Telephone Maidan, P.O - Katwa, P.S, Chowki & A.D.S.R.- Katwa, Dist. Purba Bardhaman, Pin - 713130, The VENDORS as the OWNER being the confirming party herein, developing of the said land by making construction of a G+4 storied building in accordance with a sanctioned Building Plan by the Katwa Municipality.**

**AND WHEREAS** subsequently the said Vendors obtained a Sanctioned Building Plan for construction of a **G + 4** storied building on the said land from the said Katwa Municipality vide plan no 17 BP date 18/04/2018 and revised plan No 145/BP dated 30/12/2020.

**AND WHEREAS** by virtue of the aforesaid Plan the owners/confirming party herein has made and constructed the aforesaid G+4 storied building on the said land in accordance with the said Sanctioned Building Plan.

**R S CONSTRUCTION**

  
Partner

**NOW THIS INDENTURE ITNESSETH as follows:**

I. **THAT** in pursuance of the said Agreement dated \_\_\_\_\_ and in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer at or before the execution hereof (Which Developer/Owners do hereby and also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the Owner and the Developer do hereby sell transfer convey and/or assign **ALL THAT** residential flat measuring a carpet area of \_\_\_\_ sq. ft. together with a balcony area of \_\_\_\_ sq. ft. (built up area of \_\_\_\_\_ sq. ft.) be the same a little more or less with attached terrace area of \_\_\_\_\_ sq. ft, being Unit No. \_\_\_\_ on \_\_\_\_ floor in the Building being Block No. \_\_\_\_\_ together with the right to use \_\_\_\_ nos. Open/ Covered/ Multi level Car Parking Space (dependent/independent) on the \_\_\_\_ level of the Building/Project together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the same absolutely and forever, hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever subject to the terms and conditions hereinafter appearing.

**II. AND THE DEVELOPER AND THE OWNER DO HEREBY COVENANT WITH THE PURCHASER** As follows:

(a) The Developer and the Owner have good right full power and absolute authority to grant convey transfer sell and assign the said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.

(b) The said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all encumbrances made or suffered by the Developer and/or the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Developer and/ or the Owner.



(c) The Purchaser shall and may at all times hereafter be entitled to peaceably and quietly hold, enjoy and deal with the said Unit and to recover the actual khas possession of the said Unit(s) from existing lessee/tenant and also to receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developer and the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

**III. AND THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDORS** as follows:

(a) The Purchaser and all other person(s) deriving title from and under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of the common areas/ common parts and facilities as set forth in the Third **Schedule** hereunder written and duly observe the various restrictions as set forth in the Sixth **Schedule** hereunder written.

(b) The Purchaser shall bear and pay all cost and impositions for stamp duty, registration charges, GST and other applicable levies and impositions for and in respect of the transfer of the said Unit under these presents.

(c) The Purchaser doth hereby acknowledge that due to partial completion of the Project certain common areas/ common parts and facilities are remaining to be completed and the Developer shall be in a position to complete the same while completion of the remaining phase/blocks/ buildings in the Project. The Purchaser shall not lodge any claim or dispute against the Developer in this regard.

(d) The Purchaser doth hereby acknowledge that the allottees/owners/occupiers of the units/apartments in any one phase would be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners/occupiers/alottees of the units/apartments located in all the phases.

**RS CONSTRUCTION**

  
Partner

(e) The Purchaser shall be liable to pay the Common Expenses attributable to the said Unit as set forth in the Fifth **Schedule** hereunder written and demanded by the Developer/ Association/ Facility Manager.

(f) The Purchaser doth hereby acknowledge that the possession of the said Unit has been delivered by the Vendors to the Purchaser.

(g) The Purchaser doth hereby acknowledge and confirm that the Vendor shall be entitled to expand the Project vertically or horizontally by amalgamating any adjoining and/ or neighboring plots and the transferees/occupiers of the buildings/blocks at such amalgamated plots shall be entitled to use and enjoy the common areas/ common parts and facilities in common with the transferees/occupiers of the buildings/blocks in which the Unit intended to be purchased by the Purchaser is situated.

(h) The Purchaser doth hereby further acknowledge and confirm that the Vendors shall be further entitled to develop the adjoining and/ or neighboring plots separately and the transferees/occupiers of such adjoining or neighboring projects shall be entitled to use and enjoy the common areas/ common parts and facilities of the said Project in common with the transferees/occupiers of the buildings/blocks in which in which the Unit intended to be purchased by the Purchaser is situated.

(i) The Purchaser shall not be entitled to any claim upon the reserved areas and facilities as set forth in the Fourth Schedule hereunder written unless right to use and enjoy the same is expressly granted to the Purchaser in terms of these presents.

(j) The Purchaser shall not raise any obstruction/dispute upon the Developer to make any constructions/raising additional stories in any of the Buildings at the Project and/ or causing any modification/ alteration/ variation in the Plan as permissible under the prevailing building rules.

**AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

(a) The undivided proportionate impartible variable share attributable to the said Unit shall always remain impartible.



(b) The right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant thereto.


(c) The Project shall always and forever be known by the name of "ARCADIA" or by such other name as may be determined by the Developer.

(d) The Promoter shall be at liberty to cause formation of an apex body/association/syndicate for the said Project.

(e) The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Amenities as well as regular and timely payment of the Common Expenses are "must" and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Project including the New Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Project including the New Building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Developer/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with the interest and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.

(f) The Purchaser doth hereby further acknowledge that the Developer/Association/ Facility Manager shall be entitled to derive and charge the maintenance charges/common expenses taking into account the area of sold units i.e. the units for which possession has been delivered to the transferees and the Owner and/ or the Developer shall not be liable to pay or contribute the Common Expenses for any unsold unit.

R S CONSTRUCTION

  
Partner

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SAID LAND/PROJECT)**

ALL THAT a piece and parcel of land, Measuring about **21 (Twenty One) Decimal approx** be the same a little more or less together with **G+4** storied (total five storied) building standing there on at Subodh Smriti Road Katwa, Purba Bardhaman, under Katwa Municipality Ward No. - 12, Holding No. 689, P.S. & A.D.S.R. - Katwa, Mouza - Ghoshhat, J.L. No. - 22, R.S Khatian No. 150, L.R. Khatian. Nos. - 5729, 5730 & 5731, R.S. & L.R. Plot No. - 351 (Three Hundred Fifty One) Area – 04 dec. & Plot No. 352 (Three Hundred Fifty Two), Area – 17 dec. along with all easementary rights which is butted and bounded by.

**ON THE NORTH:** Katwa Subodh Smriti Road. **ON THE SOUTH:** Gouri Prasad Hore and others. **ON THE EAST:** 6 ft. wide Common Passage. **ON THE WEST:** 11 ft. Wide Common Passage.

The relevant sketch Map of showing the aforesaid property is annexed hereto and thereon coloured red border in sketch map No. Annexure - 1 which is the part & parcel of this Deed.

**THE SECOND SCHEDULE ABOVE REFERRED TO: (UNIT/APARTMENT)**

ALL THAT the residential flat containing a carpet area of \_\_\_\_\_ square feet together with a balcony area of \_\_\_\_ sq. ft. (built up area of \_\_\_\_\_ sq. ft.) be the same a little more or less with attached terrace area of \_\_\_\_\_ sq. ft on the \_\_\_\_\_ th floor of the said building, lying and situated at Subodh Smriti Road, Katwa Purba Bardhaman, Under Katwa Municipality Ward No. 12, Holding No. 689, Mouza - Ghoshhat, J.L No. 22, R.S. & L. R. Plot No. - 351 (Three Hundred Fifty One) & 352 (Three Hundred Fifty Two), R.S Khatian No. 150, L.R. Khatian. No. - 5729, 5730 & 5731 along with all common areas together with undivided, proportionate, impartible and variable share and interest in the **"A" Schedule** land and also rights to use and enjoy the common areas and facilities along with right to easement in all common areas and facilities available under the provision of the West Bengal Apartment Ownership Act, 1972. The relevant sketch Map showing the aforesaid Flat is annexed hereto and thereon coloured green border in sketch Map No. Annexure - 2 which is the part & parcel of this Agreement



**THE THIRD SCHEDULE REFERRED TO ABOVE**

**"COMMON PARTS, PORTIONS, AREAS AND FACILITIES IN THE BUILDING"**

1. All common areas and land as described in the A Schedule above shall use and enjoy as undivided impartible property with easementary rights.
2. The foundations, columns, girders, beams, supports, main walls, corridors, stairways, Staircase, fire escape and right of access and ingress and egress of the building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO HERE IN ABOVE**

**(Rights and Obligations)**

The Co-owner, Occupiers, Society or Association shall allow each other the following easement and quasi easement rights, privileges etc.

1. Right to use the common passage in all the common portions, in each and every part of the said building/ the said unit along with connection for, pipes, water, electricity to the extent necessary.

R S CONSTRUCTION

*[Signature]*  
Partner

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(RESERVED AREAS AND FACILITIES)**

1. Open car parking areas, multilevel car parking area (if any) and covered car parking areas (dependent/independent);
2. Right of use of any specified area in ground floor or other floor;
3. Exclusive right of use of garden / space on ground floor, other floor or roof;
4. Demarcated area of terrace appurtenant to a particular Apartment;
5. Open terraces on any floors of the Building (if any);
6. Storage and/ or utility areas (if any);
7. . Any other areas/ facilities demarcated as reserved by the Promoter.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:  
(COMMON EXPENSES)**

1. Until and unless such time as the floor comprised in the said unit separately assessed and /or mutated in respect of the Municipal Taxes or impositions, the intending Purchaser/ purchasers shall from time to time or on and from occupation of the said unit/flat shall bear and pay such proportionate taxes and rates or impositions as may reasonably become payable.
2. The expenses for clearing and lightening the entrance of the building the passage and space around the building, lobbies, corridors, staircases.
3. Cost of repairing and decoration the exterior of the building.
4. All salaries, fees, wages and remuneration of all workmen, staff and experts engaged and hire for the common purpose.
5. Costs of maintaining, operating, replacing and installing implements, including pump motor, pipes etc. for common services.
6. Such expenses as would be necessary for or incidental to the said maintain of the common areas, facilities areas, facilities and amenities.

**THE SIXTH SCHEDULE ABOVE REFERRED TO HERE IN ABOVE  
(Rights and Obligations)**

The Co-owner, Occupiers, Society or Association shall allow each other the following easement and quasi easement rights, privileges etc.

1. Right to use the common passage in all the common portions, in each and every part of the said building/ the said unit along with connection for, pipes, water, electricity to the extent necessary.



2. Right of protection of each portion of each other.
3. Absolute unfettered and unencumbered right over the common Parts and common portions of the building.
4. The right of access and use in common with other co-owners or occupiers of the said building and the said premises, their servants, agents and invitees at all times and for all normal domestic purposes connected with the use and enjoyment of the said flat and the common parts.
5. The **Purchaser/ Purchasers** shall be entitled to all rights privileges vertical and lateral supports, easement, quasi-easement, appurtenances whatsoever belonging to or in any way appurtenant to the said flat and the properties appurtenant there to usually held used kept or enjoyed or reputed or known as part and parcel of the said undivided proportionate share and/or the said unit and appurtenant there to.
6. To pay the cost, the salaries of manager, Caretaker, Clerks, bill Collectors, Security Guard, Sweepers, and Electricians etc. in proportionate share with other owners.
7. The user right of the roof of the said building including the purpose of repairing any of the common parts, common portions or any appurtenances to any unit and / of anything comprised in any unit--in all such cases giving previous notices to the Co-owners affected there by.

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

**SIGNED SEALED AND DELIVERED** by the  
abovenamed **OWNER** at **Katwa** in the presence  
of:

**SIGNED SEALED AND DELIVERED** by the  
abovenamed **DEVELOPER** at **Katwa** in the  
presence of:

**RS CONSTRUCTION**  
  
Partner

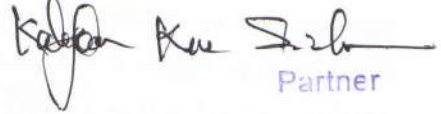
**EXECUTED AND DELIVERED** by the abovenamed  
**PURCHASER** at **Katwa** in the presence of:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs.  
\_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being the consideration amount as per  
details below:

Signature of the Developer/Owner

R S CONSTRUCTION

  
Partner

Witnesses: