

DEED OF CONVEYANCE

1. **Date:**
2. **Place: Kolkata**
3. **Parties:**
 - 3.1 **AMBORISH ACHARYA [PAN. AHMPA8937B], [AADHAAR NO.], [D.O.B.] & [MOBILE NO.],**
son of Late Paritosh Acharya, by faith - Hindu, by occupation – Service, by nationality - Indian, residing at New Bansbari, Ward No. 14, P.O. Malda, P.S. English Bazar, Pin - 732101, District - Malda, West Bengal.
 - 3.1.1 **SANGITA ACHARYA [PAN. BIBPA5869H], [AADHAAR NO.], [D.O.B.] & [MOBILE NO.],** wife of Late Arnab Acharya, by faith - Hindu, by occupation – Household work, by nationality - Indian, residing at New Bansbari, Ward No. 14, P.O. Malda, P.S. English Bazar, Pin - 732101, District - Malda, West Bengal.
 - 3.1.2 **ARINDAM DEV [PAN. ADFPD1492H], [AADHAAR NO.], [D.O.B.] & [MOBILE NO.],** son of Late Arabinda Dev, by faith - Hindu, by occupation – Service, by nationality - Indian, residing at Manik Jha Sarani Lane, P.O. Malda, P.S. English Bazar, Pin - 732101, District - Malda, West Bengal.
 - 3.1.3 **ANUPAM BASAK [PAN. ADRPB7739D], [AADHAAR NO.], [D.O.B.] & [MOBILE NO.],** son of Late Gobinda Chandra Basak, by faith - Hindu, by occupation – Business, by nationality - Indian, residing at Manaskamana Road, P.O. Malda, P.S. English Bazar, Pin - 732101, District - Malda, West Bengal.

BITTHAL DEVELOPERS PVT.LTD


 DIRECTOR

3.1.4 **PIALI BASAK [PAN. AFJPD4102Q], [AADHAAR NO.], [D.O.B.] & [MOBILE NO.],** son of Anupam Basak, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Manaskamana Road, P.O. Malda, P.S. English Bazar, Pin - 732101, District - Malda, West Bengal.

The said (1) Amborish Acharya, (2) Sangita Acharya, (3) Arindam Dev, (4) Anupam Basak & (5) Piali Basak, Landowners herein, represented by their constituted attorney, **BITTHAL DEVELOPERS PVT LTD [PAN. AAFCB1117R],** a Company Registered under the Companies Act 1956, having its office at Vivekananda Pally, N.H. - 34, P.S. English Bazar, District - Malda, West Bengal, represented by its Directors namely (1) **BINOD AGARWALA [PAN. ACKPA4685K], [AADHAAR NO.], [D.O.B.],** son Late Gouri Sankar Agarwala and on behalf of another Director namely, **REKHA AGARWALA [PAN. AETPA7991P], [AADHAAR NO.], [D.O.B.],** wife of Binod Agarwala, by virtue of a Registered Power of Attorney, bearing Deed No. IV-42, dated 11.02.2022, both are by faith - Hindu, by occupation - Business, by nationality - Indian, both residing at Vivekananda Pally, N.H. - 34, P.O. Malda, P.S. English Bazar, Pin - 732101, District - Malda, West Bengal.

Hereinafter jointly called and referred to as the **“LANDOWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives, and assigns) of the **FIRST PART**.

AND

3.2 **..... [PAN.], [AADHAAR NO.] & [MOBILE NO.],** son/wife/daughter of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District -, Pin -, State -

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives, and assigns) of the **SECOND PART**.

AND

- 3.3 **BITTHAL DEVELOPERS PVT LTD [PAN. AAFCB1117R]**, a Company Registered under the Companies Act 1956, having its office at Vivekananda Pally, N.H. – 34, P.S. English Bazar, District - Malda, West Bengal, represented by its Directors namely (1) **BINOD AGARWALA [PAN. ACKPA4685K], [AADHAAR NO.], [D.O.B.]**, son Late Gouri Sankar Agarwala and on behalf of another Director namely, **REKHA AGARWALA [PAN. AETPA7991P], [AADHAAR NO.], [D.O.B.]**, wife of Binod Agarwala, by virtue of a Registered Power of Attorney, bearing Deed No. IV-42, dated 11.02.2022, both are by faith - Hindu, by occupation - Business, by nationality - Indian, both residing at Vivekananda Pally, N.H. – 34, P.O. Malda, P.S. English Bazar, Pin - 732101, District - Malda, West Bengal.

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

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party 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 super built up area**, ALONGWITH a Covered Parking Space, on the Ground Floor, being Covered Parking Space

No., measuring sq.ft. more or less, lying and situated in the building namely **“RATNAPARI APARTMENT”**, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated 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 property, lying in the said building/complex **[SOLD PROPERTY/SAID PROPERTY]**.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:**

5.1 **Representations and Warranties Regarding Title:** The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) AMBORISH ACHARYA, (2) SANGITA ACHARYA, (3) ARINDAM DEV, (4) ANUPAM BASAK & (5) PIALI BASAK, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:**

5.1.1.1
.....

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS EXECUTED IN BETWEEN THE SAID LANDOWNERS HEREIN, AND ONE BITTHAL DEVELOPERS PVT LTD :**

The said (1) Amborish Acharya, (2) Sangita Acharya, (3) Arindam Dev, (4) Anupam Basak & (5) Piali Basak, Landowners herein, entered into two separate Registered Development Agreement with one **BITTHAL DEVELOPERS PVT LTD**, developer herein in respect of their total plot of land mentioned therein. The said Development Agreement were registered (1) on 06.11.2023, registered in the office of the A.D.S.R. Sadar Malda, West Bengal and recorded in Book No. I, Volume No. 0902-2023, Pages 287897 to 287938, being Deed No. 090212057 for the year 2023 AND (2) on 23.04.2024, registered in the office of the A.D.S.R. Sadar Malda, West Bengal and recorded in Book No. I, Volume No. 0902-2024, Pages 127670 to 127690, being Deed No. 090204858 for the year 2024.

5.1.3 **REGISTERED POWER OF ATTORNEY EXECUTED BY THE SAID AMBORISH ACHARYA, (2) SANGITA ACHARYA, (3) ARINDAM DEV, (4) ANUPAM BASAK & (5) PIALI BASAK, LANDOWNERS HEREIN AND THE SAID BITTHAL DEVELOPERS PVT LTD:**

The said (1) Amborish Acharya, (2) Sangita Acharya, (3) Arindam Dev, (4) Anupam Basak & (5) Piali Basak, Landowners herein, executed two separate Registered Power of Attorney, appointing the said **BITTHAL DEVELOPERS PVT LTD**, developer, as their constituted attorney. The said Power of Attorney were registered (1) on 06.11.2023, registered in the office of the A.D.S.R. Sadar Malda, West Bengal and recorded in Book No. I, Volume No. 0902-2023, Pages 287877 to 287896, being Deed No. 090212069 for the year 2023 AND (2) on 23.04.2024, registered in the office of the A.D.S.R. Sadar Malda, West Bengal and recorded in Book No. I, Volume No. 0902-2024, Pages 127951 to 127994, being Deed No. 090204758 for the year 2024.

5.1.4 **SANCTION OF BUILDING PLAN :**

5.1.4.1 **Sanction of Building Plan:** The said (1) Amborish Acharya, (2) Sangita Acharya, (3) Arindam Dev, (4) Anupam Basak & (5) Piali Basak, Landowners herein, sanctioned a building plan on the said plot of land, from the concerned authority, vide Building Permit No. 05/2024-2025, dated 19.07.2024.

5.1.4.3 **CONSTRUCTION OF BUILDING:**

5.1.4.3.1 **Construction of Building:** The said **BITTHAL DEVELOPERS PVT LTD**, Developer herein, is constructing G+6 storied buildings namely **“RATNAPARI APARTMENT”**, on the said plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION:**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :** The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas

and satisfied himself/herself in regards thereto and approached to the said **BITTHAL DEVELOPERS PVT LTD**, Developer herein, to purchase **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 super built up area**, ALONGWITH a Covered Parking Space, on the Ground Floor, being Covered Parking Space No. **.....**, measuring **..... sq.ft. more or less**, lying and situated in the building namely **"RATNAPARI APARTMENT"**, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer:** The said **BITTHAL DEVELOPERS PVT LTD**, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration:** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** **only**, subsequently the Purchaser herein already paid the same to the said **BITTHAL DEVELOPERS PVT LTD**, Developer/Confirming Party herein as per memo attached herewith.

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

5.1.6.1 **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.

5.1.6.2 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex 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 Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition:** The Landowners/Vendors and Developer/Confirming Party 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/complex 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 Landowners/Vendors and Developer/Confirming Party 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 Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

6.1.3 **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 Landowners/Vendors and the Developer/Confirming Party herein.

6.1.4 **No Mortgage:** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.

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 Landowners/Vendors and Developer/Confirming Party 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 Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER:**

8.1 **Hereby Made:** The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchasers the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is 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/complex, 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 Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

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, lispens, 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 Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and

Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act:** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers 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 Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers 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 Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and 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 Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from

under or in trust from the Landowners/Vendors and Developer/Confirming Party.

9.2.6 **No Objection to Mutation:** The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

9.2.7 **Further Acts:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party 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 Landowners/Vendors and Developer/Confirming Party and/or 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 Total Plot of Land]

ALL THAT piece and parcel of Bastu land measuring about **12.28 Decimals more or less**, lying and situated at **Mouza – Kutubpur - Fulbari**, J.L. No. 64, P.S. English Bazar, comprised of R.S. Plot No. 1024, corresponding to L.R. Plot No. 61, under L.R. Khatian Nos. 5505, 5506, 5623, 5641 & 5643 (in the name of landowners herein), within the Local Limit of English Bazar Municipality, in Ward No. 14, present Holding No. 39/54/280, Pin – 732101, in the District Malda, West Bengal. The said total plot of land is butted and bounded as follows:

ON THE NORTH : H/O – Souren Mardi & Bharati Mardi.
ON THE SOUTH : Banshbari Primary School.
ON THE EAST : H/O – Laltu Mukherjee.

ON THE WEST : 8'-0" feet wide Municipal Lane (unassessed Road).

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/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 super built up area**, ALONGWITH a Covered Parking Space, on the Ground Floor, being Covered Parking Space No., measuring sq.ft. more or less, lying and situated in the building namely **"RATNAPARI APARTMENT"**, lying and situated at **Mouza – Kutubpur - Fulbari**, J.L. No. 64, P.S. English Bazar, comprised of R.S. Plot No. 1024, corresponding to L.R. Plot No. 61, under L.R. Khatian Nos. 5505, 5506, 5623, 5641 & 5643 (in the name of landowners herein), within the Local Limit of English Bazar Municipality, in Ward No. 14, present Holding No. 39/54/280, Pin – 732101, in the District Malda, West Bengal, lying and situated on the total plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property, lying in the said building.

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]

Building Level:

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save 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.

- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

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.

2.

Binod Agarwala
 Director of Bitthal Developers Pvt Ltd
 as constituted attorney of
 Amborish Acharya
 Sangita Acharya
 Arindam Dev
 Anupam Basak
 Piali Basak
Owners/Vendors

.....
Purchaser

Binod Agarwala
 Director of Bitthal Developers Pvt Ltd

Developer/Confirming Party

MEMO OF CONSIDERATION

Received with thanks from the above-named purchaser, a sum of **Rs.....**
(Rupees) **only** towards the total consideration of the said flat AND said car parking space, 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 purchaser.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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Witnesses :

1.

2.

BITTHAL DEVELOPERS PVT.LTD


 DIRECTOR

Binod Agarwala
 Director of Bitthal Developers Pvt Ltd
Developer/Confirming Party