

DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**
 - 3.1 **ANIT RAKSHIT [PAN. BNWPR1154G]**, son of Late Sujit Rakshit, grandson of Late Ardhendhu Sekhar Rakshit, 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.
 - 3.1.1 **TUHINA RAKSHIT [PAN. ADFPR5878R]**, daughter of Late Ardhendhu Sekhar Rakshit, by faith - Hindu, by occupation - House Wife, by nationality - Indian, residing at 13, Adwaita Mullick Lane, Liberty Cinema, P.O. & P.S. Beadon Street, District - Kolkata, Pin - 700006, West Bengal.
 - 3.1.2 **CHANDANA SINHA @ CHANDANA RAKSHIT [PAN. CHMPS4485E]**, wife of Late Vivekananda Saha, daughter of Late Ardhendhu Sekhar Rakshit, by faith - Hindu, by occupation - House Wife, by nationality - Indian, residing at 87 B. N. Sen Road, Khagra, P.S. Baharampore, District - Murshidabad, Pin - 742103, West Bengal.
 - 3.1.3 **SOUMIT RAKSHIT [PAN. ACNPR5238A]**, son of Late Ardhendhu Sekhar Rakshit, by faith - Hindu, by occupation - Self Service, by nationality - Indian, residing at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
 - 3.1.4 **SRABANI RAKSHIT [PAN. ACTPR1713J]**, wife of Samir Kumar Rakshit, daughter of Late Dwijendra Nath Rakshit, by faith - Hindu, by occupation - House Wife, by nationality - Indian, residing at Kalupukur Road, Bidyalanka, Chandannagar P.O. & P.S. Chandannagar, District - Hooghly, Pin - 712136 West Bengal.
 - 3.1.5 **MOUTUSI MAHAPATRA [PAN. AGPPM8162L]**, wife of Rajarshi Mahapatra, daughter of Late Dwijendra Nath Rakshit, by faith - Hindu, by occupation - House Wife, by nationality - Indian, residing at Abasbari, Tamluk, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
 - 3.1.6 **KALYANI PAUL [PAN. AOQPP8069Q]**, wife of Tapan Kumar Paul, daughter of Late Dwijendra Nath Rakshit, by faith - Hindu, by occupation - House Wife, by

ARU CONSTRUCTION

Anand Kumar Majumdar
Partner

nationality - Indian, residing at 11/B, Monilal Banerjee Road, Khiddirpore, P.O. Khiddirpore, P.S. Garden Reach, District - Kolkata, Pin - 700023, West Bengal.

- 3.1.7 **URMIMALA MAHAPATRA [PAN. FNUPM2216J],** daughter of Rajarshi Mahapatra, by faith - Hindu, by occupation - House Wife, by nationality - Indian, residing at Abasbari, Tamluk, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.
- 3.1.8 **NILIMA RAKSHIT [PAN. ACQPR3561D], [AADHAAR NO. 411791109919] & [MOBILE NO.],** wife of Tarun Kumar Rakshit, daughter of Late Sudhangshu Sekhar Rakshit, by faith - Hindu, by occupation - House Wife, by nationality - Indian, residing at Vill- Athilagori, Ward No. 15, P.O. & P.S. Contai, District - Purba Midnapore, Pin - 721401, West Bengal.
- 3.1.9 **SUDIP RAKSHIT [PAN. ADGPR5338B], [AADHAAR NO.] & [MOBILE NO.],** son of Late Manindra Nath Rakshit, 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.
- 3.1.10 **PIYALI GUIN [PAN. ADHPG7309JG], [AADHAAR NO.] & [MOBILE NO.],** wife of Pritam Guin, daughter of Late Manindra Nath Rakshit, by faith - Hindu, by occupation - House Wife, by nationality - Indian, residing at Bara Bazar, P.O. Bara Bazar & P.S. Medinipur, District - Paschim Midnapore, Pin - 721101, West Bengal.
- 3.1.11 **PARTHA RAKSHIT [PAN. ADGPR1373N], [AADHAAR NO. 775223064016] & [MOBILE NO.],** son of Late Samarendra Nath Rakshit, 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.
- 3.1.12 **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. ACPN9657D], [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 Chalandika Para, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.

The (Landowner Nos. 3.1 to 3.1.11 herein), jointly represented by their constituted attorney, **ARU CONSTRUCTION [PAN. ABWFA2569H]**, having its office at Vill. Parbatipur, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal, Developer herein, as their constituted attorney, by executing the several Registered Development Power of Attorney After Registered Development Agreements. The details of said Registered Development Power of Attorney executed by the said owners, as under :

- (i) The said (1) Anit Rakshit, (2) Tuhina Rakshit & (3) Chandana Sinha @ Chanda Rakshit (Landowner No. 3.1 to 3.1.2 herein), jointly executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 08.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 52063 to 52083, being Deed No. 110302840 for the year 2023.
- (ii) The said Srabani Rakshit (Landowner No. 3.1.4 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 19.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 56003 to 56022, being Deed No. 110303047 for the year 2023.
- (iii) The said Urmimala Mahapatra (Landowner No. 3.1.7 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 19.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 56023 to 56040, being Deed No. 110303048 for the year 2023.
- (iv) The said Moutusi Mahapatra (Landowner No. 3.1.5 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 23.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 56184 to 56199, being Deed No. 110303039 for the year 2023.
- (v) The said Kalyani Paul (Landowner No. 3.1.6 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 23.05.2023, registered in the office of the A.D.S.R. Tamluk, and

recorded in Book No. I, Volume No. 1103-2023, Page from 56041 to 56056, being Deed No. 110303040 for the year 2023.

- (vi) The said Soumit Rakshit (Landowner No. 3.1.3 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 16.06.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 67762 to 67779, being Deed No. 110303668 for the year 2023.
- (vii) The said (1) Sudip Rakshit & (2) Piyali Guin (Landowner No. 3.1.9 to 3.1.10 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 16.06.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 67743 to 67761, being Deed No. 110303669 for the year 2023.
- (viii) The said Partha Rakshit (Landowner No. 3.1.11 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 27.07.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 82177 to 82195, being Deed No. 110304419 for the year 2023.
- (ix) The said Nilima Rakshit (Landowner No. 3.1.8 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 16.10.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 114840 to 114859, being Deed No. 110306147 for the year 2023.

Hereinafter (Landowner Nos. 3.1 to 3.1.12 herein) jointly and collectively 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 -

3.2.1 **[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 jointly called and referred to as the **“PURCHASERS”** (which terms and 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 **SECOND PART**.

AND

3.3 **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 Bargabhma 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 Bargabhma 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 Chalandika Para, P.O. & P.S. Tamluk, District - Purba Midnapore, Pin - 721636, West Bengal.

Hereinafter called and referred to as the **“DEVELOPER”** (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, Purchasers and the Developer and the Purchasers 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**, lying and situated in the building namely **"RAKSHIT RESIDENCY"** 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 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 OWNERSHIP OF (1) ANIT RAKSHIT, (2) TUHINA RAKSHIT, (3) CHANDANA SINHA @ CHANDANA RAKSHIT, (4) SOUMIT RAKSHIT, (5) KALYANI PAUL, (6) MOUTUSI MAHAPATRA, (7) SRABANI RAKSHIT, (8) URMIMALA MAHAPATRA, (9) SUDIP RAKSHIT, (10) PIYALI GUIN, (11) NILIMA RAKSHIT, (12) PARTHA RAKSHIT & (13) ARU CONSTRUCTION, LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :

5.1.1.1 Devolution of Title of (1) Anit Rakshit, (2) Tuhina Rakshit, (3) Chandana Sinha @ Chandana Rakshit & (4) Soumit Rakshit (Landowner Nos. 3.1 to 3.1.3 herein) arising from the estate of one Ardhendu Sekhar Rakshit, since deceased :

5.1.1.1.1 Registered Deed of Partition : One (1) Ardhendu Sekhar Rakshit as First Party, (2) Dwijendra Nath Rakshit as Second Party, (3) Sudhangshu Sekhar Rakshit, (3A) Manindra Nath Rakshit & (3B) Samarendra Nath Rakshit as Third Parties, all sons of Late Satyendra Nath Rakshit, executed a Registered Deed of Partition in respect of the properties, which is morefully described in the said Deed of Partition. The said Deed of Partition was executed on 22.01.1978, and registered on 22.02.1978, registered in the office of the A.D.S.R. Tamluk, and

recorded in Book No. I, Volume No. 29, Pages 142 to 179, being Deed No. 1082 for the year 1978.

- 5.1.1.1.2 **Respective Ownership under Registered Deed of Partition bearing Deed No. 1082 for the year 1978 :** The respective ownership under the said Registered Deed of Partition, bearing Deed No. 1082 for the year 1978, by the said owners, as under :

Ardhendu Sekhar Rakshit :

Land area measuring 7.043 Decimals more or less, comprised in C.S. Dag Nos. 540, 532 & 533, R.S. Dag Nos. 662, 663 & 664, under Khatian Nos. 183 & 293, in Mouza - Parbatipur, J.L. No. 143, Pargana - Tamluk, P.S. Tamluk, within the local limit of Tamluk Municipality, in the District the then Medinipur.

Dwijendra Nath Rakshit :

Land area measuring 10.516 Decimals more or less, comprised in C.S. Dag Nos. 540, 532 & 533, R.S. Dag Nos. 662, 663 & 664, under Khatian Nos. 183 & 293, in Mouza - Parbatipur, J.L. No. 143, Pargana - Tamluk, P.S. Tamluk, within the local limit of Tamluk Municipality, in the District the then Medinipur.

(1) Sudhangshu Sekhar Rakshit, (1A) Manindra Nath Rakshit & (1B) Samarendra Nath Rakshit :

Land area measuring 30.441 Decimals more or less, comprised in C.S. Dag Nos. 540, 532 & 533, R.S. Dag Nos. 662, 663 & 664, under Khatian Nos. 183 & 293, in Mouza - Parbatipur, J.L. No. 143, Pargana - Tamluk, P.S. Tamluk, within the local limit of Tamluk Municipality, in the District the then Medinipur.

It is to be noted here that the said Sudhangshu Sekhar Rakshit instituted a Partition Suit against his aforesaid co-owners, (1) Manindra Nath Rakshit & (2) Samarendra Nath Rakshit vide Partition Suit No. 94 of 1995, before the Ld. Court of Assistant District Judge, Tamluk in respect of their abovenoted property alongwith other property keeping some of the property as per their records and in their khas possession. And the Ld. Court decreed the said suit in final form on the basis of the Solenama filed by the parties in the aforesaid suit on 04.09.1995.

- 5.1.1.1.3 **L.R. Records :** The said Ardhendu Sekhar Rakshit duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 90. In accordance with the L.R. Record/Settlement, the said Ardhendu Sekhar Rakshit duly recorded his

name in respect of 7.30 Decimals more or less in R.S./L.R. Dag Nos. 662, 663 & 664.

- 5.1.1.1.4 **Demise of Ardhendu Sekhar Rakshit :** The said Ardhendu Sekhar Rakshit died intestate on 12.01.1991, leaving behind his wife namely Sarama Rakshit, four sons namely (1) Sujit Rakshit @ Sujit Kumar Rakshit, (2) Amit Rakshit, (3) Anit Rakshit & (4) Soumit Rakshit, and two daughters namely (1) Tuhina Rakshit & (2) Chandana Rakshit @ Chandana Sinha, as his heirs and successors in interest in respect of his aforesaid property, left by the said Ardhendu Sekhar Rakshit, since deceased.
- 5.1.1.1.5 **Demise of Sujit Rakshit @ Sujit Kumar Rakshit :** The said Sujit Rakshit @ Sujit Kumar Rakshit, son of Late Ardhendu Sekhar Rakshit died intestate on 04.04.2009, leaving behind his wife namely Jharna Rakshit, two daughters namely (1) Moon Moon Das & (2) Kumkum Rakshit, and his mother, Sarama Rakshit, as his heirs and successors in interest in respect of his share, left by the said Sujit Rakshit @ Sujit Kumar Rakshit, since deceased, in the estate of the said Ardhendu Sekhar Rakshit, since deceased.
- 5.1.1.1.6 **Demise of Sarama Rakshit :** The said Sarama Rakshit, wife of Late Ardhendu Sekhar Rakshit died intestate on 18.01.2010, leaving behind her aforesaid three sons namely (1) Amit Rakshit, (2) Anit Rakshit (Landowner No. 3.1 herein) & (3) Soumit Rakshit (Landowner No. 3.1.3 herein), and her aforesaid two daughters namely (1) Tuhina Rakshit (Landowner No. 3.1.1 herein) & (2) Chandana Rakshit @ Chandana Sinha) (Landowner No. 3.1.2 herein), and her daughter in law namely Jharna Rakshit, and her aforesaid two grand daughters namely (1) Moon Moon Das & (2) Kumkum Rakshit, as her heirs and successors in interest in respect of her share in the aforesaid property, left by the said Sarama Rakshit, since deceased, in the estate of the said Ardhendu Sekhar Rakshit, since deceased.
- 5.1.1.1.7 **Formation of a Plot :** The successors of deceased, Ardhendu Sekhar Rakshit & Sarama Rakshit, since deceased, formed a plot of land measuring 6.904 Decimals of land out of their property, in R.S. Dag Nos. 662, 663 & 664.
- 5.1.1.2 **Devolution of Title of (1) Srabani Rakshit, (2) Moutusi Mahapatra, (3) Kalyani Paul & (4) Urmimala Mahapatra (Landowners Nos. 3.1.4 to 3.1.7 herein), arising from the estate of one Dwijendra Nath Rakshit :**
- 5.1.1.2.1 **Ownership of Dwijendra Nath Rakshit & L.R. Record :** As described in Clause No.5.1.1.2 hereinabove, the said Dwijendra Nath Rakshit became the owner of 10.516 Decimals more or less in R.S. Dag Nos. 662, 663 & 664, and

while in possession, the said Dwijendra Nath Rakshit duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 339.

- 5.1.1.2.2 **Gift by the said Dwijendra Nath Rakshit to his own daughter, Srabani Rakshit :** The said Dwijendra Nath Rakshit gifted a plot of land measuring : (a) 0.38 Decimals more or less in C.S. Dag No. 540, R.S. Dag No. 662, and also (b) 2.93 Decimals more or less in C.S. Dag No. 532, R.S. Dag No. 663, in total land measuring 3.31 Decimals more or less out of his possession, under Khatian Nos. 183 & 293, L.R. Khatian No. 339, in Mouza - Parbatipur, to his daughter, Srabani Rakshit (Landowner No. 3.1.4 herein), by the strength of a Registered Deed of Gift, which was registered on 22.09.2008, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, CD Volume No. 16, Page from 716 to 727, being Deed No. 05043 for the year 2008.

It is to be noted here that after receiving the property, the said Srabani Rakshit duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1298.

- 5.1.1.2.3 **Again Gift by the said Dwijendra Nath Rakshit to his another daughter, Moutusi Mahapatra :** The said Dwijendra Nath Rakshit again gifted a plot of land measuring : (a) 1.84 Decimals more or less in C.S. Dag No. 532, R.S. Dag No. 663, and also (b) 1.60 Decimals more or less in C.S. Dag No. 533, R.S. Dag No. 664, in total land measuring 3.44 Decimals more or less out of his possession, under Khatian No. 293, L.R. Khatian No. 339, in Mouza - Parbatipur, to his another daughter, Moutusi Mahapatra (Landowner No. 3.1.5 herein), by the strength of a Registered Deed of Gift, which was registered on 22.09.2008, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, CD Volume No. 16, Page from 737 to 748, being Deed No. 05045 for the year 2008.

It is to be noted here that after receiving the property, the said Moutusi Mahapatra duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1296.

- 5.1.1.2.4 **Again Gift by the said Dwijendra Nath Rakshit to his another daughter, Kalyani Paul :** The said Dwijendra Nath Rakshit again gifted a plot of land measuring 1.356 Decimals more or less in C.S. Dag No. 532, R.S. Dag No. 663, out of his possession, under Khatian No. 293, L.R. Khatian No. 339, in Mouza - Parbatipur, to his another daughter, Kalyani Paul (Landowner No. 3.1.6 herein), by the strength of a Registered Deed of Gift, which was registered on 22.09.2008, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, CD Volume No. 16, Page from 1005 to 1015, being Deed No. 05063 for the year 2008.

It is to be noted here that after receiving the property, the said Kalyani Paul duly recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1297.

- 5.1.1.2.5 **Again Gift by the said Dwijendra Nath Rakshit to his grand daughter, Urmimala Mahapatra :** The said Dwijendra Nath Rakshit again gifted a plot of land measuring 1.57 Decimals more or less in C.S. Dag No. 532, R.S. Dag No. 663, out of his possession, under Khatian No. 293, L.R. Khatian No. 339, in Mouza - Parbatipur, to his grand daughter, Urmimala Mahapatra (Landowner No. 3.1.7 herein), by the strength of a Registered Deed of Gift, which was registered on 05.03.2012, registered in the office of the D.S.R. Purba Midnapore, Tamluk, and recorded in Book No. I, CD Volume No. 7, Page from 3499 to 3513, being Deed No. 01528 for the year 2012.
- 5.1.1.3 **Devolution of Title of Nilima Rakshit (Landowner No. 3.1.8 herein), arising from the estate of one Sudhangshu Sekhar Rakshit :**
- 5.1.1.3.1 **Gift by the said Sudhangshu Sekhar Rakshit in favour of his daughter in law, Nilima Rakshit :** The said Sudhangshu Sekhar Rakshit out of his ownership by way of Suit for Partition (as described in Clause No. 5.1.1.2) gifted a plot of land measuring 8.60 Decimals more or less, in C.S. Dag No. 540, R.S. Dag No. 662, under Khatian No. 183, in Mouza - Parbatipur, in favour of his daughter in law, Nilima Rakshit, by the strength of a Registered Deed of Gift, which was executed on 20.02.2005, registered on 22.02.2005, registered in the office of the A.D.S.R. Medinipur, Tamluk, and recorded in Book No. I, Volume No. 145, Page from 92 to 102, being Deed No. 3725 for the year 2006.
- 5.1.1.3.2 **L.R. Record :** It is to be noted here that after the aforesaid gift, the said Sudhangshu Sekhar Rakshit duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1067, in R.S./L.R. Dag Nos. 662, 663 & 664.
- 5.1.1.3.3 **Again Gift by the said Sudhangshu Sekhar Rakshit to the said Nilima Rakshit :** As per L.R. Records, the said Sudhangshu Sekhar Rakshit again gifted a plot of land measuring : (a) 0.30 Decimals in R.S./L.R. Dag No. 662, and (b) 0.50 Decimals in R.S./L.R. Dag No. 663, and also (c) 0.60 Decimals in R.S./L.R. Dag No. 664, in total land measuring 1.40 Decimals under L.R. Khatian No. 1067, in Mouza - Parbatipur, alongwith other lands, to the said Nilima Rakshit, by the strength of a Registered Deed of Gift, which was executed on 25.09.2013, registered on 28.09.2013, registered in the office of the District Sub-Registrar, Purba Medinipur, Tamluk, and recorded in Book No. I, Volume No., Page from to, being Deed No. 5683 for the year 2013.

- 5.1.1.3.4 **L.R. Record by Nilima Rakshit :** After receiving the ownership under the aforementioned deeds, the said Nilima Rakshit recorded her name in the record of the L.R. Settlement in L.R. Khatian No. 1187 & 1721 (in R.S./L.R. Dag No. 662) and L.R. Khatian No. 1721 (in R.S./L.R. Dag Nos. 663 & 664).
- 5.1.1.3.5 **Absolute Ownership of Nilima Rakshit under (1) Deed No. 3725 for the year 2006 & (2) Deed No. 5683 for the year 2013 :** Thus on the basis of the aforementioned two Registered Deeds of Gift, bearing (1) Deed No. 3725 for the year 2006 & (2) Deed No. 5683 for the year 2013, the said Nilima Rakshit (Landowner No. 3.1.8 herein), became the absolute owner of land measuring 10 Decimals more or less in R.S./L.R. Dag Nos. 662, 663 & 664, under L.R. Khatian Nos. 1187 & 1721, in Mouza - Parbatipur.
- 5.1.1.4 **Devolution of Title of (1) Sudip Rakshit & (2) Piyali Guin (Landowner No. 3.1.9 & 3.1.10 herein), arising from the estate of one Manindra Nath Rakshit :**
- 5.1.1.4.1 **L.R. Record by Manindra Nath Rakshit :** After receiving the property by way of Suit for Partition (as described in Clause No. 5.1.1.2), the said Manindra Nath Rakshit recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 730.
- 5.1.1.4.2 **Demise of Manindra Nath Rakshit :** The said Manindra Nath Rakshit died intestate on 18.10.1999, leaving behind his wife namely Mira Rakshit, only son namely Sudip Rakshit and only married daughter namely Piyali Guin, as his heirs and successors in interest.
- 5.1.1.4.3 **Demise of Mira Rakshit :** The said Mira Rakshit, wife of Late Manindra Nath Rakshit died intestate on 08.03.2018, leaving behind her aforesaid only son namely Sudip Rakshit and aforesaid only daughter namely Piyali Guin, as her heirs and successors in interest in respect of her share in the aforesaid property, left by the said Mira Rakshit, since deceased, in the estate of the said Manindra Nath Rakshit, since deceased.
- 5.1.1.4.4 **Joint Ownership of (1) Sudip Rakshit & (2) Piyali Guin :** Thus on the basis of inheritance received from their deceased father, Manindra Nath Rakshit and their deceased mother, Mira Rakshit, the said (1) Sudip Rakshit & (2) Piyali Guin (Landowner No. 3.1.9 & 3.1.10 herein), became the absolute joint physical owners of land measuring 10.328 Decimals more or less in R.S./L.R. Dag Nos. 662, 663 & 664, under L.R. Khatian No. 730, in Mouza - Parbatipur.
- 5.1.1.5 **Sanction of Building Plan :**

- 5.1.1.5.1 **Sanction of Building Plan** : It is to be noted here that for developing the property in R.S. Dag Nos. 662, 663 & 664, in Mouza - Parbatipur, the said owners namely (1) Samarendra Nath Rakshit, (2) Amit Rakshit, (3) Anit Rakshit, (4) Soumit Rakshit, (5) Tuhina Rakshit, (6) Chandana Rakshit @ Chandana Sinha, (7) Jharna Rakshit, (8) Moon Moon Das, (9) Kumkum Rakshit, (10) Srabani Rakshit, (11) Moutusi Mahapatra, (12) Kalyani Paul, (13) Urmimala Mahapatra, (14) Nilima Rakshit, (15) Sudip Rakshit & (16) Piyali Guin, sanctioned a building plan from the concerned Tamralipta Municipality on the plot of land which is morefully described in the First Schedule hereunder written, vide Sanctioned Building Plan No. 4023 dated 07.02.2023.
- 5.1.1.6 **Devolution of Title of Partha Rakshit (Landowner No. 3.1.11 herein), arising from the estate of one Samarendra Nath Rakshit :**
- 5.1.1.6.1 **L.R. Record by Samarendra Nath Rakshit** : After receiving the property by way of Suit for Partition (as described in Clause No. 5.1.1.2), the said Samarendra Nath Rakshit recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 1028.
- 5.1.1.6.2 **Gift by the said Samarendra Nath Rakshit in favour of his son, Partha Rakshit** : The said Samarendra Nath Rakshit out of his ownership, gifted a plot of land measuring 9.298 Decimals more or less in R.S./L.R. Dag Nos. 662, 663 & 664, under L.R. Khatian No. 1028, in Mouza - Parbatipur, in favour of his son, Partha Rakshit (Landowner No. 3.1.11 herein), by the strength of a Registered Deed of Gift, which was 22.06.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 71426 to 71446, being Deed No. 110303836 for the year 2023.
- 5.1.1.6.3 **Ownership of Partha Rakshit under Deed No. 110303836 for the year 2023** : Thus on the basis fo the aforementioned Registered Deed of Gift, bearing Deed No. 110303836 for the year 2023, the said Partha Rakshit (Landowner No. 3.1.11 herein), became the absolute owner of the aforesaid property, i.e. plot of land measuring 9.298 Decimals more or less in R.S./L.R. Dag Nos. 662, 663 & 664, under L.R. Khatian No. 1028, in Mouza - Parbatipur.
- 5.1.1.7 **Devolution of Title of Aru Construction (Landowner No. 3.1.12 herein) arising from the estate of one Ardhendu Sekhar Rakshit, since deceased :**
- 5.1.1.7.1 **Sale by the said Amit Rakshit to one Aru Construction** : The said Amit Rakshit, son of Late Ardhendu Sekhar Rakshit sold a plot of land measuring 1.151 Decimals more or less out of the aforesaid plot of land measuring 6.904 Decimals more or less in R.S. Dag Nos. 662, 663 & 664, under Khatian Nos.

183 & 293, L.R. Khatian No. 90, in Mouza - Parbatipur, to one Aru Construction (Landowner No. 3.1.12 herein), by the strength a Registered Deed of Conveyance, registered on 22.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 55048 to 55070, being Deed No. 110302984 for the year 2023.

5.1.1.7.2 **Sale by the said Moon Moon Das to the said Aru Construction :** It is to be noted here that the said Moon Moon Das, son of Late Sujit Rakshit, grand daughter of Late Ardhendu Sekhar Rakshit sold her entire share asper L.R. Settlement Record i.e. land 0.3331 Decimals more or less out of land measuring 7.30 Decimals more or less, in R.S. Dag Nos. 662, 663 & 664, under Khatian Nos. 183 & 293, L.R. Khatian No. 90, in Mouza - Parbatipur, to the said Aru Construction (Landowner No. 3.1.12 herein), by the strength a Registered Deed of Conveyance, registered on 14.07.2023, registered in the office of the A.R.A.-I, Kolkata, and recorded in Book No. I, Volume No. 1901-2023, Page from 277664 to 277697, being Deed No. 190105704 for the year 2023.

5.1.1.7.3 **Sale by the said (1) Jharna Rakshit & (2) Kumkum Rakshit to the said Aru Construction :** It is to be noted here that the said (1) Jharna Rakshit, wife of Late Sujit Rakshit, daughter in law of Late Ardhendu Sekhar Rakshit & (2) Kumkum Rakshit, daughter of Late Sujit Rakshit, grand daughter of Late Ardhendu Sekhar Rakshit, jointly sold their entire share asper L.R. Settlement Record i.e. land 0.6662 Decimals more or less out of land measuring 7.30 Decimals more or less, in R.S. Dag Nos. 662, 663 & 664, under Khatian Nos. 183 & 293, L.R. Khatian No. 90, in Mouza - Parbatipur, to the said Aru Construction (Landowner No. herein), by the strength a Registered Deed of Conveyance, registered on 23.08.2023, registered in the office of the A.R.A.-I, Kolkata, and recorded in Book No. I, Volume No. 1901-2023, Page from to, being Deed No. 190106913 for the year 2023.

5.1.1.7.4 **Absolute Ownership of Aru Construction under (1) Deed No. 110302984 for the year 2023, (2) Deed No. 190105704 for the year 2023 & (3) Deed No. 190106913 for the year 2023 :** Thus on the basis of the aforementioned three Registered Deeds of Conveyance, bearing (1) Deed No. 110302984 for the year 2023, (2) Deed No. 190105704 for the year 2023 & (3) Deed No. 190106913 for the year 2023, the said Aru Construction (Landowner No. 3.1.12 herein), became the absolute owner of land measuring 2.1503 Decimals more or less, in R.S. Dag Nos. 662, 663 & 664, under Khatian Nos. 183 & 293, L.R. Khatian No. 90, in Mouza - Parbatipur.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS :**

- 5.1.2.1 **Registered Development Agreement Executed by the said (1) Anit Rakshit, (2) Tuhina Rakshit & (3) Chandana Sinha (Landowner Nos. 3.1 to 3.1.2 herein) :** The said (1) Anit Rakshit, (2) Tuhina Rakshit & (3) Chandana Sinha (Landowner Nos. 3.1 to 3.1.2 herein) jointly entered into a Registered Development Agreement with the present Developer, Aru Construction, in respect of their plot of land measuring 3.452 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 08.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 49355 to 49394, being Deed No. 110302684 for the year 2023.
- 5.1.2.2 **Registered Development Agreement Executed by the said Srabani Rakshit :** The said Srabani Rakshit (Landowner No. 3.1.4 herein) entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of her plot of land measuring 3.31 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 19.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 54503 to 54533, being Deed No. 110302954 for the year 2023.
- 5.1.2.3 **Registered Development Agreement Executed by the said Urmimala Mahapatra :** The said Urmimala Mahapatra (Landowner No. 3.1.7 herein), entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of her plot of land measuring 1.57 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 19.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 54473 to 54502, being Deed No. 110302955 for the year 2023.
- 5.1.2.4 **Registered Development Agreement Executed by the said Moutusi Mahapatra :** The said Moutusi Mahapatra (Landowner No. 3.1.5 herein), entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of her plot of land measuring 3.44 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 23.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 55780 to 55810, being Deed No. 110303025 for the year 2023.
- 5.1.2.5 **Registered Development Agreement Executed by the said Kalyani Paul :** The said Kalyani Paul (Landowner No. 3.1.6 herein), entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of her plot of land measuring 1.356 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was

registered on 23.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 55750 to 55779, being Deed No. 110303026 for the year 2023.

5.1.2.6 Registered Development Agreement Executed by the said Soumit Rakshit :

The said Soumit Rakshit (Landowner No. 3.1.3 herein), entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of his plot of land measuring 1.15 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 16.06.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 66592 to 66624, being Deed No. 110303613 for the year 2023.

5.1.2.7 Registered Development Agreement Executed by the said (1) Sudip Rakshit & (2) Piyali Guin :

The said (1) Sudip Rakshit & (2) Piyali Guin (Landowner No. 3.1.9 to 3.1.10 herein), jointly entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of their plot of land measuring 10.328 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 16.06.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 66625 to 66657, being Deed No. 110303614 for the year 2023.

5.1.2.8 Registered Development Agreement Executed by the said Partha Rakshit :

The said Partha Rakshit (Landowner No. 3.1.11 herein), entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of his plot of land measuring 9.298 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 27.07.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 81623 to 81656, being Deed No. 110304390 for the year 2023.

5.1.2.9 Registered Development Agreement Executed by the said Nilima Rakshit :

The said Nilima Rakshit (Landowner No. 3.1.8 herein), entered into a Registered Development Agreement with the said Aru Construction, Developer herein, in respect of her plot of land measuring 10 Decimals more or less, with some terms and conditions mentioned therein. The said Development Agreement was registered on 16.10.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 113846 to 113886, being Deed No. 110306090 for the year 2023.

5.1.3 REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENTS :

- 5.1.3.1 **Registered Development Power of Attorney After Registered Development Agreement Executed by the said (1) Anit Rakshit, (2) Tuhina Rakshit & (3) Chandana Sinha (Landowner No. 3.1 to 3.1.2 herein) :** On the basis of the said Registered Development Agreement, the said (1) Anit Rakshit, (2) Tuhina Rakshit & (3) Chandana Sinha (Landowner No. 3.1 to 3.1.2 herein), jointly executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointed and nominated the said Aru Construction, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 08.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 52063 to 52083, being Deed No. 110302840 for the year 2023.
- 5.1.3.2 **Registered Development Power of Attorney After Registered Development Agreement Executed by the said Srabani Rakshit (Landowner No. 3.1.4 herein) :** On the basis of the said Registered Development Agreement, the said Srabani Rakshit (Landowner No. 3.1.4 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said Aru Construction, Developer herein, as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 19.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 56003 to 56022, being Deed No. 110303047 for the year 2023.
- 5.1.3.3 **Registered Development Power of Attorney After Registered Development Agreement Executed by the said Urmimala Mahapatra (Landowner No. 3.1.7 herein) :** On the basis of the said Registered Development Agreement, the said Urmimala Mahapatra (Landowner No. 3.1.7 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said Aru Construction, Developer herein, as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 19.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 56023 to 56040, being Deed No. 110303048 for the year 2023.
- 5.1.3.4 **Registered Development Power of Attorney After Registered Development Agreement Executed by the said Moutusi Mahapatra (Landowner No. 3.1.5**

herein) : On the basis of the said Registered Development Agreement, the said Moutusi Mahapatra (Landowner No. 3.1.5 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said Aru Construction, Developer herein, as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 23.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 56184 to 56199, being Deed No. 110303039 for the year 2023.

5.1.3.5 Registered Development Power of Attorney After Registered Development Agreement Executed by the said Kalyani Paul (Landowner No. 3.1.6 herein)

: On the basis of the said Registered Development Agreement, the said Kalyani Paul (Landowner No. 3.1.6 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said Aru Construction, Developer herein, as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 23.05.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 56041 to 56056, being Deed No. 110303040 for the year 2023.

5.1.3.6 Registered Development Power of Attorney After Registered Development Agreement Executed by the said Soumit Rakshit (Landowner No. 3.1.3 herein)

: On the basis of the said Registered Development Agreement, the said Soumit Rakshit (Landowner No. 3.1.3 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said Aru Construction, Developer herein, as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 16.06.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 67762 to 67779, being Deed No. 110303668 for the year 2023.

5.1.3.7 Registered Development Power of Attorney After Registered Development Agreement Executed by the said (1) Sudip Rakshit & (2) Piyali Guin (Landowner No. 3.1.9 to 3.1.10 herein)

: On the basis of the said Registered Development Agreement, the said (1) Sudip Rakshit & (2) Piyali Guin (Landowner No. 3.1.9 to 3.1.10 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said

owners, duly appointed and nominated the said Aru Construction, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 16.06.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 67743 to 67761, being Deed No. 110303669 for the year 2023.

5.1.3.8 Registered Development Power of Attorney After Registered Development Agreement Executed by the said Partha Rakshit (Landowner No. 3.1.11 herein) :

On the basis of the said Registered Development Agreement, the said Partha Rakshit (Landowner No. 3.1.11 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said Aru Construction, Developer herein, as his constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 27.07.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 82177 to 82195, being Deed No. 110304419 for the year 2023.

5.1.3.9 Registered Development Power of Attorney After Registered Development Agreement Executed by the said Nilima Rakshit (Landowner No. 3.1.8 herein) :

On the basis of the said Registered Development Agreement, the said Nilima Rakshit (Landowner No. 3.1.8 herein), executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owner, duly appointed and nominated the said Aru Construction, Developer herein, as her constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 16.10.2023, registered in the office of the A.D.S.R. Tamluk, and recorded in Book No. I, Volume No. 1103-2023, Page from 114840 to 114859, being Deed No. 110306147 for the year 2023.

5.1.4 AMALGAMATION :

5.1.4.1 Amalgamation : For betterment and for smooth running of the project, the Developer as constituted attorney of the Landowners (being Landowner Nos. 3.1 to 3.1.11 herein) and as one of the owner in the total property, amalgamated the total land as mentioned in the Registered Development Agreements and as mentioned in the Purchased Deeds of Aru Construction (Landowner No. 3.1.12 herein) into one single plot, in total amalgamated plot of land measuring 46.0543 Decimals more or less (but in physical measurement of the said land is

47.23 Decimals more or less) and the amalgamated plot of land is morefully described in the First Schedule hereunder written.

5.1.4.2 **CONSTRUCTION OF BUILDING :**

5.1.4.2 **Construction of Building :** In accordance with the said sanctioned building plan vide Plan No. 4023 dated 07.02.2023 (as mentioned in Clause No. 5.1.1.5), the said Aru Construction, Developer herein, constructed a 'B+G+4' commercial cum residential building namely **"RAKSHIT RESIDENCY"** on the said total plot of land and 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 Aru Construction, 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**, lying and situated in the said building namely **"RAKSHIT RESIDENCY"**, 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 Aru Construction, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers 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 Purchasers herein already paid the same to the said Aru

Construction, 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, 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 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 an amalgamated plot of Bastu land measuring **46.0543 (Forty Six Point Zero Five Four Three) Decimals (but in physical measurement of the said land is 47.23 Decimals be the same a little more or less)**, lying and situated at **Mouza - Parbatipur**, J.L. No. 143, Pargana - Tamluk, P.S. Tamluk, comprised in **R.S. Dag Nos. 662, 663 & 664, L.R. Dag Nos. 662, 663 & 664**, under **R.S. Khatian Nos. 183 & 293, L.R. Khatian Nos. 90, 339, 1298, 1296, 1297, 1067, 1187, 1721, 730 & 1028**, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly Tamluk

Municipality), having Holding No. 247, in Ward No. 13 (formerly Ward No. 10), in the District - Purba Midnapore, Pin - 721636, [Panskura Tamluk Road (Road Zone : Jailkhana more -- Rest)], in the State of West Bengal. The said total plot of land in R.S./L.R. Dag Nos. 662, 663 & 664, is butted & bounded as follows :-

ON THE NORTH : Bargabheema Temple.
 ON THE SOUTH : Same plot of other owner.
 ON THE EAST : Supriya Chatterjee & Others.
 ON THE WEST : 16 ft. Wide Road [Panskura Tamluk Road (Road Zone : Jailkhana more -- Rest)].

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete flooring 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**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely **"RAKSHIT RESIDENCY"**, lying and situated **Mouza - Parbatipur**, J.L. No. 143, Pargana - Tamluk, P.S. Tamluk, comprised in **R.S. Dag Nos. 662, 663 & 664, L.R. Dag Nos. 662, 663 & 664**, under **R.S. Khatian Nos. 183 & 293, L.R. Khatian Nos. 90, 339, 1298, 1296, 1297, 1067, 1187, 1721, 730 & 1028**, A.D.S.R.O. Tamluk, within the local limit of Tamralipta Municipality (formerly Tamluk Municipality), having Holding No. 247, in Ward No. 13 (formerly Ward No. 10), in the District - Purba Midnapore, Pin - 721636 [Panskura Tamluk Road (Road Zone : Jailkhana more -- Rest)], in the State of 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 complex. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable 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 impartiable 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.

Complex Level :

- :: Water Treatment Plant & 24 hour water supply arrangement.
- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Panchayet Authority.
- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: CC TV, 24 hours security arrangement & Intercom Facility.
- :: 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/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
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/complex.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
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/complex].
7. Insurance : Insurance of the building/complex 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/complex.
9. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building/complex 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/complex.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchasers]

Absolute User Right :

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

1. The common areas and amenities as described in the Fourth & Fifth Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said property including all boundaries and/or load bearing or dividing and/or separating and/or supporting

4. The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building/complex 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/complex.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quasi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex 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 and/or parts and/or common areas.
3. The right of protection for other parts of the building/complex by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit 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.

ARU CONSTRUCTION
Anand Kumar Majumdar
Partner

walls, the purchasers shall have to maintain the floor of the said property, 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 vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the said property described in schedule in any manner, so as to effect the vendors/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.

Obligations :

1. The purchasers shall not store any inflammable and/or combustible articles in the said property, but excluding items used in kitchen and personal purpose.
2. The purchasers 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 complex.
3. The purchasers shall not make any additions and alterations in the said property, whereby the main building/complex may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.

Upon the purchasers fulfilling their 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 vendors/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/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her remaining due and payable by the purchasers 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 vendors/developer for all liabilities due to non fulfillment of his/her 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.

ARU CONSTRUCTION
Anand Kumar Nayak
Partner

Ananda Kumar Nayak

Rajkumar Singha

Utpal Maiti

As Constituted Attorney of

- (1) Anit Rakshit, (2) Tuhina Rakshit,
- (3) Chanda Sinha @ Chandana Rakshit,
- (4) Soumit Rakshit, (5) Kalyani Paul,
- (6) Moutusi Mahapatra, (7) Srabani Rakshit,
- (8) Urmimala Mahapatra, (9) Sudip Rakshit,
- (10) Piyali Guin, (11) Nilima Rakshit &
- (12) Partha Rakshit & Partners of Aru Construction

Landowners/Vendors

.....
Purchaser

Ananda Kumar Nayak

Rajkumar Singha

Utpal Maiti

Partners of Aru Construction
Developer/Confirming Party

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

1.

ARU CONSTRUCTION
Ananda Kumar Nayak
Partner

Ananda Kumar Nayak

Rajkumar Singha

Utpal Maiti

Partners of Aru Construction
Developer/Confirming Party

DATED THE DAY OF 2024

DEED OF CONVEYANCE**BETWEEN**

Anit Rakshit
 Tuhina Rakshit
 Chanda Sinha @ Chandana Rakshit
 Soumit Rakshit
 Kalyani Paul
 Moutusi Mahapatra
 Srabani Rakshit
 Urmimala Mahapatra
 Sudip Rakshit
 Piyali Guin
 Nilima Rakshit
 Partha Rakshit
 Aru Construction
Landowners/Vendors

ARU CONSTRUCTION
Amarendra Singh

Purchasers

Partner Aru Construction
Developer

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

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Partner