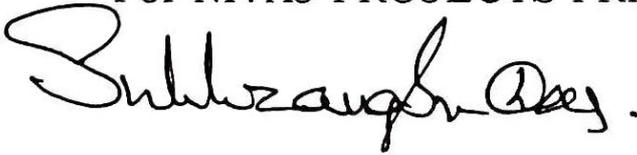


DEED OF CONVEYANCE

1. **Date :**
2. **Place : Kolkata**
3. **Parties :**
 - 3.1 **SOURISH DAS [PAN. AWJPD6704B] & [AADHAAR NO.]**, son of Satyabrata Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.
 - 3.1.1 **DIPAK KUMAR DAS [PAN. AMXPD2200L] & [AADHAAR NO.....]**, son of Late Prasanna Kumar Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.
 - 3.1.2 **PURNIMA DAS [PAN. CAHPD5925J] & [AADHAAR NO.....]**, wife of Dipak Kumar Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.

For NIVAJ PROJECTS PRIVATE LIMITED



Subhrangsu Das
Director

- 3.1.3 **ACHINTYA KUMAR DAS [PAN. BJHPD4008G] & [AADHAAR NO.....]**, son of Late Sadananda Das, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.
- 3.1.4 **CHANDANA DAS [PAN. BLZPD5939E] & [AADHAAR NO.....]**, wife of Achintya Kumar Das, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.
-
- 3.1.5 **MAYA DAS [PAN. CCOPD8532J] & [AADHAAR NO.....]**, wife of Late Debabrata Das, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.
- 3.1.6 **TRITHANKAR DAS [PAN. AHEPD6369E] & [AADHAAR NO.....]**, son of Late Debabrata Das, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.
- 3.1.7 **MOUMITA DAS [PAN. ALXPD5137F] & [AADHAAR NO.....]**, wife of Bijan Talukdar, daughter of Late Debabrata Das, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Kathaltala, P.O.& P.S. Siliguri, Pin - District - Darjeeling, West Bengal.
- 3.1.8 **RAJASRI DAS [PAN. CFSPD0335J] & [AADHAAR NO.....]**, wife of Ashok Mondal, daughter of Late

Debabrata Das, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.

3.1.9 **SATYABRATA DAS [PAN. AFDPD2015E] & [AADHAAR NO.]**, son of Lalit Mohan Das, by faith - Hindu, by occupation - Govt.Service, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.

3.1.10 **SUTIBRA DAS [PAN. ALVPD4018K] & [AADHAAR NO.]**, son of Subrata Das, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.

3.1.11 **BANANI CHAKRABORTY [PAN. AIAPC8814C] & [AADHAAR NO.]**, wife of Late Pratul Chandra Chakraborty, by faith - Hindu, by occupation - Govt.Service, by nationality - Indian, residing at Abhirampur 2nd Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.

3.1.12 **RUMKI MUKHERJEE [PAN. ARIPM6848D] & [AADHAAR NO.]**, wife of Partha Gopal Mukherjee, daughter of Late Pratul Chandra Chakraborty, by faith - Hindu, by occupation - Housewife, by nationality - Indian, residing at Mangaldeep Apartment, Block- B, Thakur Badi Lane, P.O. Makdumpur, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal.

3.1.13 **JHUMKI LAHIRI [PAN. ALCPL2577N] & [AADHAAR NO.]**, wife of Sourab Lahiri, daughter of Late Pratul Chandra Chakraborty, by faith - Hindu, by occupation - Govt.Service, by nationality - Indian, residing at 3/7 B, Taltala

Lane, P.O. Entally, P.S. Taltala, Pin - 700014, District - Kolkata, West Bengal.

3.1.14 **CHUMKI SIL [PAN. HGTPS9338K] & [AADHAAR NO.]**, wife of Malay Sil, daughter of Late Pratul Chandra Chakraborty, by faith - Hindu, by occupation - Govt.Service, by nationality - Indian, residing at Newtown Rabindranagar, P.O. & P.S. Coochbihar, Pin - 736101, District - Coochbihar, West Bengal.

The said (1) Sourish Das (2) Dipak Kumar Das (3) Purnima Das, (4) Achintya Kumar Das, (5) Chandana Das, (6) Maya Das, (7) Trithankar Das, (8) Moumita Das, (9) Rajasri Das, (10) Satyabrata Das, (11) Sutibra Das, (12) Banani Chakraborty, (13) Rumki Mukherjee, (14) Jhumki Lahiri & (15) Chumki Sil, Landowners herein, jointly represented by their constituted attorney, **NIVAJ PROJECT PRIVATE LIMITED CORP.ID - U70200WB2011PTC167771 [PAN. AADCN8091Q]**, a Private limited Company, having its office address at 8/7(-2), Ramkrishnapally Main Road, Alokanda, P.O.Maldah, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal, represented by its managing director namely **SUBRANSU DAS [PAN.], [AADHAAR NO. 540520588048] & [MOBILE NO.]**, son of Late Sukumar Das, presently residing at 8/7(-2), Ramkrishnapally Main Road, Alokanda, P.O.Maldah, P.S. English Bazar, Pin - 732103, District - Maldah, West Bengal, Developer herein, by executing several Registered Development Power of Attorney After Registered Development Agreements, as under : **(a)** The said Satyabrata Das executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 02.05.2023, registered in the office of the Registrar Malda, U/S/7(2) of Registration Act and recorded in Book No. I, Volume No. 0901-2023, Pages 145296 to 145311, being Deed No. 090105611 for the year 2023, **(b)** (i) Maya Das, (ii) Trithankar Das, (iii) Moumita Das & (iv) Rajasri Das jointly

executed a Registered Development Power of Attorney, which was registered on 03.05.2024, registered in the office of the Registrar Malda, U/S/7(2) of Registration Act and recorded in Book No. I, Volume No. 0901-2024, Pages 116282 to 116305, being Deed No. 090105958 for the year 2024, **(c)** The said Sutibra Das executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 01.09.2023, registered in the office of the Registrar Malda, U/S/7(2) of Registration Act and recorded in Book No. I, Volume No. 0901-2023, Pages 260260 to 260275, being Deed No. 090111344 for the year 2023, **(d)** The said (i) Achintya Kumar Das & (ii) Chandana Das, jointly executed a Registered Development Power of Attorney, which was registered on 20.02.2024, registered in the office of the Registrar Malda, U/S/7(2) of Registration Act and recorded in Book No. I, Volume No. 0901-2024, Pages 46834 to 46851, being Deed No. 090102545 for the year 2024, **(e)** The said (i) Dipak Kumar Das & (ii) Purnima Das, jointly executed a Registered Development Power of Attorney, which was registered on 20.02.2024, registered in the office of the Registrar Malda, U/S/7(2) of Registration Act and recorded in Book No. I, Volume No. 0901-2024, Pages 46816 to 46833, being Deed No. 090102547 for the year 2024 **(f)** The said Sourish Das, executed a Registered Development Power of Attorney, which was registered on 23.02.2024, registered in the office of the Registrar Malda, U/S/7(2) of Registration Act and recorded in Book No. I, Volume No. 0901-2024, Pages 50915 to 50931, being Deed No. 090102825 for the year 2024 & **(g)** The said (i) Banani Chakraborty, (ii) Rumki Mukherjee, (iii) jhumki Lahiri & (iv) Chumki Sil, jointly executed a Registered Development Power of Attorney, which was registered on 09.04.2024, registered in the office of the Registrar Malda, U/S/7(2) of Registration Act and recorded in Book No. I, Volume No. 0901-2024, Pages 50915 to 50931, being Deed No. 090102825 for the year 2024.

Hereinafter jointly and collectively called and referred to as the **“LANDOWNERS/VENDORS”** (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 **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 **NIVAJ PROJECT PRIVATE LIMITED [PAN. AADCN8091Q]**, a Private limited Company, having its office address at 8/7(-2), Ramkrishnapally Main Road, Alokanda, P.O.Maldah, P.S. English Bazar, Pin - 732103, District - Maldah, 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/their heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser 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 corresponding to Square Feet be the same a little more or less of carpet area**, lying and situated in the building namely "**HINDOL**", morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat/said property, lying in the said building **[SOLD PROPERTY/SAID PROPERTY]**.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :

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

5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) SOURISH DAS (2) DIPAK KUMAR DAS (3) PURNIMA DAS, (4) ACHINTYA KUMAR DAS, (5) CHANDANA DAS, (6) MAYA DAS, (7) TRITHANKAR DAS, (8) MOUMITA DAS, (9) RAJASRI

DAS, (10) SATYABRAT DAS, (11) SUTIBRA DAS, (12) BANANI CHAKRABORTY, (13) RUMKI MUKHERJEE, (14) JHUMKI LAHIRI & (15) CHUMKI SIL, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :

- 5.1.1.1 **Absolute Ownership of Sourish Das :** One Sourish Das, son of Satyabrat Das became the absolute owner of Bastu land measuring 0.37 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1873 AND 1.29 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1874, in total land measuring 1.66 decimals, under R.S. Khtian No. 54, corresponding to L.R. Khatian No. 3650 in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the local limit of English Bazar Municipality, in Ward No. 2, Holding No. 290/41(B)/11(A), in the District Maldah.
- 5.1.1.2 **Absolute joint Ownership of (1) Dipak Das & (2) Purnima Das :** One (1) Dipak Das & (2) Purnima Das, became the absolute joint owners of Bastu land measuring 0.37 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1873 AND 1.29 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1874, in total land measuring 1.66 decimals, under R.S. Khtian No. 54, corresponding to L.R. Khatian No. 3650 in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the local limit of English Bazar Municipality, in Ward No. 2, Holding No. 290/41(B)/11(A), in the District Maldah.
- 5.1.1.3 **Absolute joint Ownership of (1) Achintya Kumar Das & (2) Chandana Das :** One (1) Achintya Kumar Das & (2) Purnima Das, became the absolute joint owners of Bastu land measuring 0.37 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1873 AND 1.29 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1874, in total land measuring 1.66 decimals, under R.S. Khtian No. 54, corresponding to L.R. Khatian No. 3650 in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the

local limit of English Bazar Municipality, in Ward No. 2, Holding No. 290/41(B)/11(A), in the District Maldah.

5.1.1.4 Chain and title regarding the joint ownership of (1) Maya Das, (2) Tirthankar Das, (3) Moumita Das & (4) Rajasri Das :

5.1.1.4.1 Absolute ownership of Debabarata Das : One Debabrata Das, son of Late Lalit Mohan Das, became the absolute owner of Bastu land measuring 2.18 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1873 AND 1.29 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1874, in total land measuring 3.47 decimals, under R.S. Khatian No. 54, corresponding to L.R. Khatian No. 1134 in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the local limit of English Bazar Municipality, in Ward No. 2, Holding No. 60/41/9, in the District Maldah.

5.1.1.4.2 Registered Development Agreement Executed by the said Debabarata Das, since deceased : It is to be mentioned here during his life time, the said Debabarata Das, executed a Registered Development Agreement in respect of his aforesaid property with present Developer, NIVAJ PROJECTS PRIVATE LIMITED, with some terms and conditions mentioned therein. The said Development Agreement was registered on 21.04.2023 registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-2024 Page from 138549 to 138575, being Deed No. 090105364 for the year 2023.

The said Debabrata Das executed a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 02.05.2023, registered in the office of D.S.R. Malda and recorded in Book No. I, Volume No. 0901-2023, Pages 145277 to 145295, being Deed No. 090105673 for the year 2023.

5.1.1.4.2 **Demise of Debabrata Das** : The said Debabrata Das died intestate on 04.11.2023, leaving behind his wife, namely Maya Das and only son namely (1) Tirthankar Das and two daughters namely (2a) Moumita Das & (2b) Rajasri Das, as his heirs and successors in respect and in interest of his aforesaid property left by the said Debabrata Das, since deceased.

5.1.1.4.3 **Absolute joint Ownership of (1) Maya Das, (2) Tirthankar Das, (3) Moumita Das & (4) Rajasri Das** : Thus according to aforesaid facts and circumstances and by Hindu law of inheritance, the said (1) Maya Das, (2) Tirthankar Das, (3) Moumita Das & (4) Rajasri Das, became the absolute joint owners of Bastu land measuring 2.18 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1873 AND 1.29 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1874, in total land measuring 3.47 decimals, under R.S. Khatian No. 54, L.R. Khatian No. 1134, corresponding to L.R. Khatian Nos. 4659, 4660, 4661 & 4662 in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the local limit of English Bazar Municipality, in Ward No. 2, Holding No. 60/41/9, in the District Maldah.

5.1.1.5 **Absolute Ownership of Satyabrata Das** : One Satyabrata Das, son of Late Lalit Mohan Das became the absolute owner of Bastu land measuring 1.753 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1873 under R.S. Khatian No. 54, corresponding to L.R. Khatian No. 4509, in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the local limit of English Bazar Municipality, in Ward No. 2, Holding No. 58/41B/11, in the District Maldah.

5.1.1.6 **Absolute Ownership of Sutibra Das** : One Sutibra Das, son of Subrata Das became the absolute owner of Bastu land measuring 2.095 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1873 AND 1.29 Decimals in R.S. Dag No. 1553, corresponding to L.R. Dag No. 1874, in total land measuring 3.385 decimals,

under R.S. Khatian No. 54, corresponding to L.R. Khatian No. 4508, in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the local limit of English Bazar Municipality, in Ward No. 2, Holding No. 59/41A/10), in the District Maldah.

5.1.1.7 **Absolute joint Ownership of (1) Banani Chakraborty, (2) Rumki Mukherjee, (3) Jhumki Lahiri & (4) Chumki Sil** : One (1) Banani Chakraborty, (2) Rumki Mukherjee, (3) Jhumki Lahiri & (4) Chumki Sil, became the absolute joint owners of Bastu land measuring 6.65 Decimals in R.S. Dag No. 1537, corresponding to L.R. Dag No. 1875 under R.S. Khtian No. 6, corresponding to L.R. Khatian Nos. 4655, 4658, 8657, 4656 in Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, under the local limit of English Bazar Municipality, in Ward No. 2, Holding No. 75/54/25, in the District Maldah.

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS :**

5.1.2.1 **Executed By the said Sourish Das** : The said Sourish Das entered into a Registered Development Agreement in respect of his aforesaid plot of land as mentioned above, with one NIVAJ PROJECTS PRIVATE LIMITED, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on 15.02.2024 registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-2024 Page from 46852 to 46874, being Deed No. 090102548 for the year 2024.

5.1.2.2 **Executed By the said (1) Dipak Kumar & (2) Purnima Das** : The said (1) Dipak Kumar & (2) Purnima Das, jointly entered into a Registered Development Agreement in respect of his aforesaid plot of land as mentioned above, with the said NIVAJ PROJECTS PRIVATE LIMITED, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement

was registered on 12.02.2024 registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-2024 Page from 47663 to 47686, being Deed No. 090102115 for the year 2024.

5.1.2.3 Executed By the said (1) Achintya Kumar Das & (2) Chandana

Das: The said (1) Achintya Kumar Das & (2) Chandana Das, jointly entered into a Registered Development Agreement in respect of their aforesaid plot of land as mentioned above, with the said NIVAJ PROJECTS PRIVATE LIMITED, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on 12.02.2024 registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-2024 Page from 40449 to 40473, being Deed No. 090102114 for the year 2024.

5.1.2.4 Executed By the said (i) Maya Das, (ii) Trithankar Das, (iii)

Moumita Das & (iv) Rajasri Das : The said (i) Maya Das, (ii) Trithankar Das, (iii) Moumita Das & (iv) Rajasri Das jointly entered into a Registered Development Agreement in respect of their aforesaid plot of land as mentioned above, with the said AD Construction, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-2024 being Deed No. 09010..... for the year 2024.

5.1.2.5 Executed By the said Satyabrata Das :

The said Satyabrata Das entered into a Registered Development Agreement in respect of his aforesaid plot of land as mentioned above, with the said NIVAJ PROJECTS PRIVATE LIMITED, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on 27.04.2023 registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-

2023 Page from 143248 to 143271, being Deed No. 090105510 for the year 2023.

5.1.2.6 **Executed By the said Sutibra Das :** The said Sutibra Das entered into a Registered Development Agreement in respect of his aforesaid plot of land as mentioned above, with the said NIVAJ PROJECTS PRIVATE LIMITED, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on 30.08.2023 registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-2023 Page from 260125 to 260148, being Deed No. 090111268 for the year 2023.

5.1.2.7 **Executed By the said (1) Banani Chakraborty, (2) Rumki Mukherjee, (3) Jhumki Lahiri & (4) Chumki Sil :** The said (1) Banani Chakraborty, (2) Rumki Mukherjee, (3) Jhumki Lahiri & (4) Chumki Sil, jointly entered into a Registered Development Agreement in respect of their aforesaid plot of land as mentioned above, with the said NIVAJ PROJECTS PRIVATE LIMITED, Developer herein, with some terms and conditions mentioned therein. The said Development Agreement was registered on 08.04.2024 registered in the office of the D.S.R. Malda, and recorded in Book No. I, Volume No. 0901-2024 Page from 95152 to 95179, being Deed No. 090104691 for the year 2024.

5.1.3 **REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT :**

5.1.3.1 Registered Development Power of Attorney After Registered Development Agreement, wherein, the said landowners, duly appointed and nominated the said NIVAJ PROJECTS PRIVATE LIMITED, Developer herein, as their constituted attorney, the details of which is morefully described in Clause No. 3.1.14 hereinabove.

5.1.3 **CONSTRUCTION OF BUILDING :**

5.1.3.1 **Construction of Building :** On the basis of the sanctioned building plan, sanctioned from the concerned English Bazar Municipal Committee Malda, vide Approval Order No. dated the Developer herein, constructed a multi storied building namely **“HINDOL”** on the said plot of land and which is morefully described in the First Schedule hereunder written.

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

5.1.4.1 **Desire of Purchaser for purchasing a Flat from Developer’s Allocation :** The Purchaser herein perused and inspected Title Deeds, Registered Development Agreements, Registered 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 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 corresponding to Square Feet be the same a little more or less of carpet area**, lying and situated in the building namely **“HINDOL”**, morefully described in the Second Schedule hereunder written, lying and situated 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 flat, lying in the said building, from Developer’s Allocation

[Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY].

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

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

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

5.1.5.1 **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.

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

proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

REGARDING ENCUMBRANCES : The 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 present building is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

6.1.1 **No Encumbrance** : The 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 Purchaser herein.

6.1.3 **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.

6.1.4 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

6.1.5 **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 herein has approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat 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 on

8. **TRANSFER** :

8.1 **Hereby Made** : The Developer/Confirming Party and Landowners/Vendors hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all

common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written.

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

9. **TERMS OF TRANSFER :**

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

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

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

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

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

9.2.1 **Indemnification** : Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the

Purchaser 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 the cost of the purchaser, 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 Purchaser 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 Purchaser, which the Purchaser admits, acknowledges and accepts.
- 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 Purchaser fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchaser and his heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties

hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, 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 Purchaser can fully be entitled to mutate his name in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in his own name. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Flat in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

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 purchaser and/or his successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

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

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 20.268 (Twenty Point Two Six Eight) Decimals be the same a little more or less (but in measurement and as per plan, the land area is 696.49 Square

Meter equivalent to 7497 Square Feet more or less), lying and situated at Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, comprised in R.S. Dag Nos. 1553, 1537, 1552, corresponding to L.R. Dag No. 1873, 1874, 1875, under R.S. Khatian No. 54, 6, L.R. Khatian No. 3650, 1134, 4659, 4660, 4661, 4662, 4508, 4509, 4655, 4658, 4657, 4656, A.D.S.R. Malda, within the local limit of English Bazar Municipality, having Holding Nos. 290/41B/11(A), 60/41/9, 58/41B/11, 59/41A/10, 75/54/25, in Ward No. 2, in the District - Malda, Pin - 732103, in the State of West Bengal. The said total plot of land is butted and bounded as follows :

ON THE NORTH :
 ON THE SOUTH :
 ON THE EAST :
 ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property/Said Property]

[Description of Flat]

ALL THAT piece and parcel of one independent and complete Vitrified Tiles 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 corresponding to** **Square Feet be the same a little more or less of carpet area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely "**HINDOL**", lying and situated at lying and situated at Mouza - Makdumpur, J.L. No. 68, P.S. English Bazar, comprised in R.S. Dag Nos. 1553, 1537, 1552, corresponding to L.R. Dag No. 1873, 1874, 1875, under R.S. Khatian No. 54, 6, L.R. Khatian No. 3650, 1134, 4659, 4660, 4661, 4662, 4508, 4509, 4655, 4658, 4657, 4656, A.D.S.R. Malda, within the local limit of English Bazar Municipality, having Holding Nos. 290/41B/11(A), 60/41/9, 58/41B/11, 59/41A/10, 75/54/25, in Ward No. 2, in the District - Malda, Pin - 732103, in the State of West Bengal, lying

and situated on the said 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 flat, lying in the said building. 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]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except those inside any Unit).

- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

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

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.

5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.
9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

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

Absolute User Right :

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

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchaser 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 purchaser shall restore forthwith such dug up holes or excavations at his 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 his name as owner 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 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.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Obligations :

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

5. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchaser to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in case of the emergency purchaser shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO

[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to

management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser fulfilling his 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 purchaser shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchaser or otherwise after adjusting all amounts his/her/their remaining due and payable by the purchaser and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser 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/their respective obligations by the co-owners and/or the Association/Society.

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

In presence of :-

1.

Prabir Ghosh

Pintu Ghosh

Arup Kumar Saha

2.

NIVAJ PROJECT PRIVATE LIMITED

As constituted attorney of

landowners herein

Landowners/Vendors

Purchaser/s

NIVAJ PROJECT PRIVATE LIMITED

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, 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 & Branch</u>
<u>Amount</u>		

Witnesses :-

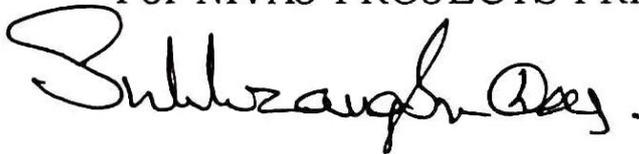
1.

2.

NIVAJ PROJECT PRIVATE LIMITED

Developer/Confirming Party

For NIVAJ PROJECTS PRIVATE LIMITED



Subhrangsu Das
Director