

DEED OF CONVEYANCE

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

- 3.1 **VASUNDHARA CONSTRUCTION [PAN. AATFV1728P]**, a Partnership Firm, having its registered office at DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal, represented by one of its Partners namely **AJAY GHOSH [PAN. ANHPG0136D] & [AADHAAR NO. 544171112288]**, son of Lakshmi Narayan Ghosh, residing at DC-104, Narayantala [West], P.O. Deshbandhu Nagar, P.S. Baguiati, Kolkata - 700059, District - North 24 Parganas, West Bengal.


Hereinafter called and referred to as the **"LANDOWNER/VENDOR/DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his 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

VASUNDHARA CONSTRUCTION

 Partners

Landowner/Vendor/Developer and Purchaser/s collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1 Transfer of Said Flat & Appurtenances :

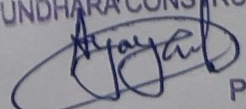
4.1.1 Said Flat/Said Property : ALL THAT piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Space, on the Ground Floor, being Car Parking Space No., measuring sq.ft. more or less, lying and situated in the building namely **"ECO RISE"**, 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 **[SOLD PROPERTY/SAID PROPERTY]**.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :

5.1 Representations and Warranties Regarding Title : The Landowner/Vendor/Developer 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 VASUNDHARA CONSTRUCTION, LANDOWNER/DEVELOPER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER :

5.1.1.1 Chain and Title Regarding Absolute Ownership of Vasundhara Construction, Landowner herein, as under :

VASUNDHARA CONSTRUCTION

 Partners

5.1.1.1.1

.....

5.1.2 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING :**

5.1.4.1 **Sanction of Building Plan :** The said Ajay Ghosh, partner of Vasundhara Construction, Landowner/Vendor/Developer herein, sanctioned a building plan on the said plot of land, from the concerned authority, vide Building Permit No. SWS – OBPAS/2109/2024/1268 dated 06.02.2025

5.1.4.3 **Construction of Building :** The said Vasundhara Construction, Landowner/Vendor /Developer herein, is constructing a multi storied building namely **“ECO RISE”**, on the said plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

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

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation :**
 The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said Vasundhara Construction, Landowner/Vendor/Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Space, on the Ground Floor, being Car Parking Space No., measuring sq.ft. more or less, lying and situated in the building namely **“ECO RISE”**, 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 Vasundhara Construction, Landowner/Vendor/Developer 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 Vasundhara Construction, Landowner/Vendor/Developer 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 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 Landowner/Vendor/Developer represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition :** The Landowner/Vendor/Developer 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 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer herein.

6.1.4 **No Mortgage :** No mortgage or charge has been created by the Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer herein 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 Landowner/Vendor/Developer 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**, 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, 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 Landowner/Vendor/Developer Party herein, receipts of which the Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer with regard to which the Landowner/Vendor/Developer hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowner/Vendor/Developer 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 Landowner/Vendor/Developer or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor/Developer.
- 9.2.6 **No Objection to Mutation** : The Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer hereby covenant that the Landowner/Vendor/Developer 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 Landowner/Vendor/Developer 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 a total plot of land classified ass “Bastu” and identified as Scheme Plot Nos. “31” and “32” measuring about 8.25 Satak more or less equivalent to 5 [five] Cottahs 0 [zero] Chittack 1 [one] Square Feet more or less TOGETHERWITH a residential Roof Tiles Shed with Cemented Flooring measuring about 100 [one hundred] Square Feet more or less, lying and situated at **Mouza – Hatiara**, J. L. No. 14, Re. Sa. No. 188, Touzi No, 174, comprised in C. S. Dag No. 4085 corresponding to R. S. and L. R. Dag No. 4091 appertaining to C. S. Khatian No. 1282 corresponding to R. S. Khatian No. 1381 corresponding to L. R. Khatian No. 7327, within the local limits of Office of the Ward No. 11, of the Rajarhat Gopalpur Municipality, being Municipal Holding No. A/S/216/98 , presently under Bidhannagar Municipal Corporation, in Ward No. 14, being Municipal Holding No. 245, being Assessee No. 20033115330, Road Name: Sardarpara (Hatiara), Post Office – Hatiara, within the jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhannagar [Salt Lake City] and presently at Rajarhat, New Town, under Police Station – Rajarhat [old] New Town [new], District North 24-Parganas, PIN – 700157, State- West Bengal. The said total plot of land is butted and bounded as follows :-

ON THE NORTH : 19 ft. Wide Municipal Road.
ON THE SOUTH : Scheme Plot No. “28”.
ON THE EAST : 12 ft. Wide Road.
ON THE WEST : Property under C.S. Dag Nos. 4083 & 4084.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete 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**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony **ALONGWITH a Covered Parking Space, on the Ground Floor, being Car Parking Space No., measuring sq.ft. more or less**, lying and situated in the building namely **"ECO RISE"**, lying and situated **Mouza - Hatiara**, J. L. No. 14, Re. Sa. No. 188, Touzi No, 174, comprised in C. S. Dag No. 4085 corresponding to R. S. and L. R. Dag No. 4091 appertaining to C. S. Khatian No. 1282 corresponding to R. S. Khatian No. 1381 corresponding to L. R. Khatian No. 7327, within the local limits of Office of the, of the Rajarhat Gopalpur Municipality, being Municipal Holding No. A/S/216/98, presently under Bidhannagar Municipal Corporation, being Municipal Holding No. 245, being Assessee No. 20033115330, Road Name: Sardarpara (Hatiara), Post Office - Hatiara, within the jurisdiction of the Office of the Additional District Sub-Registrar, previously at Bidhannagar [Salt Lake City] and presently at Rajarhat, New Town, under Police Station - Rajarhat [old] New Town [new], District North 24-Parganas, in the State of West Bengal, 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. 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.
- :: 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.

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. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
4. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
5. 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].
6. 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.

7. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
8. 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 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 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 may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building 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 antenas, mobile towers 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.

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

SIGNED, SEALED AND DELIVERED

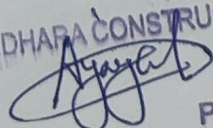
by the parties at Kolkata

In presence of :-

1.

2.

Ajay Ghosh
Partner & authorized signatory
of Vasundhara Construction
Landowner/Vendor/Developer

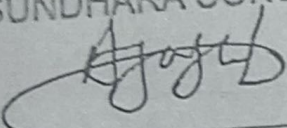
VASUNDHARA CONSTRUCTION

Partners

.....
Purchaser

MEMO OF CONSIDERATION

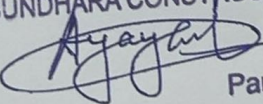
Received with thanks from the above named purchaser, a sum of **Rs.....**
(Rupees) **only** towards the total
 consideration of the said flat, which is morefully described in the Second Schedule
 hereinabove written, together with undivided proportionate share of land morefully
 mentioned in the First Schedule hereinbefore written as per money receipts given to the
 purchaser.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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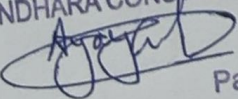
VASUNDHARA CONSTRUCTION

 Partners

Witnesses :

1.

VASUNDHARA CONSTRUCTION

 Partners

2.

VASUNDHARA CONSTRUCTION

 Partners

Ajay Ghosh
 Partner & authorized signatory
 of Vasundhara Construction
Landowner/Vendor/Developer