DEED OF CONVEYANCE

1. Date :

2. Place : Kolkata

3. Parties:

- 3.1 SUBRATA ROY [PAN: APEPR3015D], [AADHAAR NO. 908143167843]
 & [MOBILE NO. 7003781688], son of Late Amal Roy, by faith Hindu, by occupation Business, by nationality Indian, residing at 10, Arjun Park, Mukundapur, P.O. Mukundapur, P.S. Sonarpur, Kolkata 700099, District South 24 Parganas, West Bengal,
- 3.1.1 DIPTI ROY [PAN: BIJPR3344A], [AADHAAR NO. 374434486281] & [MOBILE NO. 9143028583], daughter of Late Amal Roy, by faith Hindu, by occupation House Hold, by nationality Indian, residing at 10, Arjun Park, Mukundapur, P.O. Mukundapur, P.S. Sonarpur, Kolkata 700099, District South 24 Parganas, West Bengal.

Both are the partners of A. K. ENTERPRISE [PAN: ACFFA7841L] & [DATE OF INCORPORATION: 07.05.2024], having its office at 10, Arjun Park, Mukundapur, P.O. Mukundapur, P.S. Sonarpur, Kolkata - 700099, District South 24 Parganas, West Bengal.

Hereinafter jointly called and referred to as the "LANDOWNERS/VENDORS/DEVELOPER" (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 ONE PART.

AND

A. K. ENTERPRISE

Substance

Partner

1

	occupation, by nationality - Indian, residing at, P.O, P.S, District, Pin, State
3.2.1	
	[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 <u>"PURCHASERS"</u> (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 <u>SECOND PART</u> .
	Landowners/Vendors/Developer and Purchasers collectively Parties and individually party.
<u>N</u>	OW 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

South 24 Parganas, West Bengal, 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

facilities and common amenities of the said flat, 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 has made the following representations and given the following warranties to the Purchasers regarding title.
- 5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1)
 SUBRATA ROY & (2) DIPTI ROY, LANDOWNERS HEREIN, IN RESPECT
 OF FIRST SCHEDULE PROPERTY/SAID PROPERTY/SAID FLAT, AS IS
 FOLLOWS:

5.1.1.1	ABSOLUTE JOINT ROY,	OWNERSHIP OF (1) SUBRATA LANDOWNERS, HEREIN	ROY & (2) DIPTI
	•••••		
			•••••

5.1.1.6 **L.R. Record by Landowners**: While in absolute joint possession and absolute joint ownership over the aforesaid property, the said (1) Subrata Roy & (2) Dipti Roy, Owners herein, duly recorded and mutated their respective names in the record of L.R. Settlement, under L.R. Khatian Nos. 3198 & 3199.

- 5.1.1.7 **K M C Mutataion :** The said (1) Subrata Roy & (2) Dipti Roy, Owners herein duly mutated their respective names in record of Kolkata Municipal Corporation having Premises No. 1301, Nayabad, vide Assessee No. 311090813011.
- 5.1.1.7 **Sanction of Building Plan:** While in absolute possession and absolute ownership over the aforesaid property, for purpose of constructing a multi storied building over the aforesaid property, the said (1) Subrata Roy & (2) Dipti Roy, Owners herein also sanctioned a building plan from the concerned Kolkata Municipal Corporation, vide Sanctioned Building Plan/Permit No. 2024120328 dated 22.11.2024.
- 5.1.2 **FORMATION OF PARTNERSHIP FIRM & CONSTRUCTION OF BUILDING:**
- 5.1.2.1 **Formation of Partnership Firm :** The said (1) Subrata Roy & (2) Dipti Roy, Owners herein, incorporated a Partnership Firm under the name and style of "**A.K. Enterprise**" under which banner the total development process of the project will be carried on.
- 5.1.2.2 **Construction of Building:** In accordance with the said sanctioned building plan, the said **A.K. Enterprise**, Developer herein, constructing and completing a multi storied building namely **"MADHURIMA GREEN"** on the said plot of land, and the said plot of land is morefully described in the First Schedule hereunder written.

5.1.3 **DESIRE OF PURCHASE & ACCEPTANCE:**

5.1.3.1 Desire of Purchasers for purchasing a Flat from the said (1) Subrata Roy & (2) Dipti Roy, Owners/Vendors/Developer herein: The Purchasers herein perused and inspected Title Deed, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied themselves in regards thereto and approached to the said (1) Subrata Roy & (2) Dipti Roy, Owners/Vendors/Developer herein, to purchase ALL THAT piece and parcel of one independent and complete residential flat, being Flat No. '...', on the Floor, Side, measuring

Up area, lying and situate in the said building namely "MADHURIMA GREEN", situate at KMC Premises No. 1301, Nayabad, Ward No. 109, P.S. Purba Jadavpur, Kolkata - 700099, District South 24 Parganas, West Bengal, 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 [Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY].

- 5.1.3.2 Acceptance by Landowner/Vendor/Developer: The said (1) Subrata Roy & (2) Dipti Roy, Owners/Vendors/Developer herein, accepted the aforesaid proposal of the Purchasers 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.
- 5.1.3.3 **Consideration**: The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs.............(Rupees)

 only**, and subsequently the Purchasers herein already paid the same to the said (1) Subrata Roy & (2) Dipti Roy, Owners/Vendors/Developer herein, as per memo attached herewith.

5.1.4 LAND SHARE & SHARE IN COMMON PORTIONS:

- 5.1.4.1 **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.
- 5.1.4.2 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 represents, warrants and covenants regarding encumbrances as follows:
- No Acquisition/Requisition: The Landowner/Vendor/Developer has 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 declares that the Said Flat is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.
- No Encumbrance: The Landowner/Vendor/Developer has 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 has 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:**

Agreement to Sell and Purchase: The Purchasers herein have approached to the Landowner/Vendor/Developer herein and offered to purchase the SAID FLAT/SAID PROPERTY 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 from the Landowner/Vendor/Developer herein, and in this regard, an Agreement for Sale has already been executed in between the parties in respect of the said flat/said property.

8. **TRANSFER:**

- 8.1 **Hereby Made:** The Landowner/Vendor/Developer hereby sell, convey and transfer the Purchasers the entirety of his 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 and Floor Plan of the said flat is attached herewith and hereinafter the purchasers shall possess the said property free from all encumbrances with absolute right to transfer the said property.

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 his title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification Landowner/Vendor/Developer by the correctness of his title and the representation and authority to sell, which found defective or untrue at Landowner/Vendor/Developer shall at cost of the Purchasers, 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 indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

- 9.2.5 Holding Possession : The Landowner/Vendor/Developer covenants 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 disturbance, claim or demand hindrance, interruption, 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 declares that the Purchasers can fully be entitled to mutate their names in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor/Developer undertakes to co-operate 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 covenants that the Landowner/Vendor/Developer or any person claiming under him, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers 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 Plot of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring 5 (Five) Cottahs 2 (Two) Chittack be the same a little more or less including a tin shed structure measuring 100 sq.ft. standing thereon, lying and situate at Mouza - Nayabad, J.L. No. 25 Re.Sa. comprised in L.R. Khatian No. 2973, corresponding to L.R. Khatian Nos. 3198 & 3199, appertaining L.R. Dag No. 137, Re Sa No. 3, Touzi No. 56, having Premises No. 1301, Nayabad, vide Assessee No. 311090813011, now

under the local limit of Kolkata Municipal Corporation, under Police Station Purba Jadavpur in District 24 Parganas (Now known as District South 24 Parganas) being plan plot No. 39, used as Bastu land. The said plot of land is butted and bounded as follows:-

ON THE NORTH : 42'ft. Wide Road.
ON THE SOUTH : Paln plot No. 38.
ON THE EAST : 30'ft. Wide Road.
ON THE WEST : Vacant Land.

THE SECOND SCHEDULE ABOVE REFERRED TO [Sold Property/Said Property] [Description of Flat]

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 tanks on the roof 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.
- :: Elevators and allied machinery in the Said Building.
- :: 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, reconstructing, 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 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 of the building:

The common areas and amenities as described in the Fourth & Fifth Schedule herein before.

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 purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.

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.

Maintaining, repairing, white washing or painting of the door and windows of the said flat 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.

Mutating their names as owners of the said flat in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendor/developer derives from his title save and except that of demolishing or committing waste in respect of the flat described in schedule in any manner, so as to effect the vendor/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.

Sell, mortgage, gift, lease or otherwise alienate the said flat hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the said flat hereby purchased.

Obligations:

The purchasers shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.

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.

The purchasers shall not make any additions and alterations in the said flat, whereby the main building may get damaged, but the purchasers shall be entitled to erect wooden partition in the flat for the purpose of their family requirement.

The purchasers shall also pay their 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.

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.

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 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/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 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.
 - 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 cooperate 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 vendor/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 her/his 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 vendor/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.	
	Subrata Roy
	Subrata Roy
	Dipti Roy
	Partners of
	A.K. Enterprise
	Landowner/Vendor/Developer

Purchasers

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 the proportionate share of land mentioned in the First Schedule hereinbefore written, as per money receipts given to the purchasers. Amount

Transfer/Cheque/Draft No.

Date Bank's Name

TOTAL: Rs.....

Witnesses :-

Subrata Roy

Dipti Roy Partners of A.K. Enterprise

Landowner/Vendor/Developer

A. K. ENTERPRISE Sub set Roge Partner

1