

DEED OF CONVEYANCE

1. **Date :**
2. **Place :**
3. **Parties :**
 - 3.1 **ROY ENTERPRISE [PAN : AAYFR0806R]**, a Partnership Firm, having its Registered Office at Vill. & P.O. Kampa, P.S. Bizpur, District North 24 Parganas, Pin - 743193, West Bengal.
 - 3.1.1 **AJOY ROY [PAN : AMVPR6133J], [AADHAAR NO.]**, son of Anukul Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Sarada Pally, P.O. Kampa, P.S. Bizpur, District North 24 Parganas, Pin - 743193, West Bengal.
 - 3.1.2 **BASUDEB ROY [PAN : AQSPR1310G], [AADHAAR NO.]**, son of Anukul Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Sarada Pally, P.O. Kampa, P.S. Bizpur, District North 24 Parganas, Pin - 743193, West Bengal.

The said (1) Roy Enterprise, (2) Ajoy Roy & (3) Basudeb Roy, jointly represented by their constituted attorney, **ROY INFRABUILD PRIVATE LIMITED [PAN :]**, a Private Limited Company, incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Vill. & P.O. Kampa, P.S. Bizpur, District North 24 Parganas, Pin - 743193, West Bengal, Developer herein, by executing a Registered Development Power of Attorney, which was registered on 21.07.2023, registered in the office of the A.D.S.R. Naihati, North 24 Parganas, and recorded in Book No. 1, Volume No. 1507-2023, Page from 147477 to 147499, being Deed No. 150707789 for the year 2023.

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

ROY INFRABUILD PVT. LTD.

Ajoy Roy
Director

Basudeb Roy
Director

AND

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

3.2.1 [PAN :], [AADHAAR NO.], 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/S**" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

3.3 **ROY INFRABUILD PRIVATE LIMITED** [PAN :], a Private Limited Company, incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Vill. & P.O. Kampa, P.S. Bizpur, District North 24 Parganas, Pin - 743193, West Bengal, represented by its Directors namely (1) **AJOY ROY** [PAN : AMVPR6133J], [AADHAAR NO.], son of Anukul Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Sarada Pally, P.O. Kampa, P.S. Bizpur, District North 24 Parganas, Pin - 743193, West Bengal & (2) **BASUDEB ROY** [PAN : AQSPR1310G], [AADHAAR NO.], son of Anukul Roy, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Vill. Sarada Pally, P.O. Kampa, P.S. Bizpur, District North 24 Parganas, Pin - 743193, West Bengal.

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

ROY INFRABUILD PVT. LTD.

AJOY ROY **Basudeb Roy**
Director Director

and include its/their director in office, office bearers, executors, administrators, representative, and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party are 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 Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor, Side**, in '**Tower-.....**', 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/complex namely "**LOKENATH APARTMENT, PHASE-I**", lying and situate on the plot of land, which is morefully described in the Part-I of the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building/complex, 'Lokenath Apartment, Phase-I, forming part of the entire land/entire building/project complex, 'Lokenath Apartment, Phase-I' & 'Lokenath Apartment, Phase-II', which is morefully described in the Part-IV of the First Schedule hereinafter written [**SOLD PROPERTY/SAID PROPERTY**].

5. BACKGROUND, REPRESENTATIONS AND COVENANTS :

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

5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF ROY ENTERPRISE (LANDOWNER NO. 3.1 HEREIN) IS AS UNDER :

- 5.1.1.1 Purchase by Roy Enterprise from one (1) Santi Rani Biswas, (2) Gopa Roy, (3) Minu Singh, (4) Subrata Biswas & (5) Debabrata**

ROY INFRABUILD PVT. LTD.

Amit Roy
Director

Bandana
Director

Biswas : One Roy Enterprise (Landowner No. 3.1 herein) purchased ALL THAT piece and parcel of Bastu land measuring 32.31 (Thirty Two Point Three One) Decimals more or less, comprised in R.S./L.R. Dag No. 38 under L.R. Khatian Nos. 103 & 2439, lying and situated at Mouza - Kampa, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, by purchasing the same from one (1) Santi Rani Biswas, (2) Gopa Roy, (3) Minu Singh, (4) Subrata Biswas & (5) Debabrata Biswas, by the strength of a Registered Deed of Conveyance, which was registered on 21.03.2023, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2023, Page from 59807 to 59828, being Deed No. 150703015 for the year 2023.

- 5.1.1.2 Again Purchase by the said Roy Enterprise from one (1) Kumkum Biswas, (2) Munmun Das, (3) Parul Biswas, (4) Tanay Biswas, (5) Subhomoy Biswas, (6) Bani Rudra, (7) Shibani Karmakar, (8) Sujit Ghosh, (9) Mayarani Saha, (10) Sukla Biswas, (11) Shilpa Biswas, (12) Shampa Ghosh, (13) Champa Sarkar, (14) Pampa Saha, (15) Shikha Nag, (16) Anushila Singh, (17) Krishna Chandra Biswas & (18) Arup Biswas : The said Roy Enterprise (Landowner No. 3.1 herein) again purchased ALL THAT piece and parcel of Bastu land measuring 22.23 (Twenty Two Point Two Three) Decimals more or less, comprised in R.S./L.R. Dag No. 38 under L.R. Khatian No. 338, lying and situated at Mouza - Kampa, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, by purchasing the same from one (1) Kumkum Biswas, (2) Munmun Das, (3) Parul Biswas, (4) Tanay Biswas, (5) Subhomoy Biswas, (6) Bani Rudra, (7) Shibani Karmakar, (8) Sujit Ghosh, (9) Mayarani Saha, (10) Sukla Biswas, (11) Shilpa Biswas, (12) Shampa Ghosh, (13) Champa Sarkar, (14) Pampa Saha, (15) Shikha Nag, (16) Anushila Singh, (17) Krishna Chandra Biswas & (18) Arup Biswas, by the strength of a Registered Deed of Conveyance, which was registered on 30.06.2022, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2023, Page from 153589 to 153611, being Deed No. 150707156 for the year 2022.**

- 5.1.1.3 Again Purchase by the said Roy Enterprise from the said (1) Kumkum Biswas, (2) Munmun Das, (3) Parul Biswas, (4) Tanay Biswas, (5) Subhomoy Biswas, (6) Bani Rudra, (7) Shibani Karmakar, (8) Sujit Ghosh, (9) Mayarani Saha, (10) Sukla**

ROY INFRABUILD PVT. LTD.

Ajoy Roy **Banindya**
Director Director

Biswas, (11) Shilpa Biswas, (12) Shampa Ghosh, (13) Champa Sarkar, (14) Pampa Saha, (15) Shikha Nag, (16) Anushila Singh, (17) Krishna Chandra Biswas & (18) Arup Biswas : The said Roy Enterprise (Landowner No. 3.1 herein) again purchased **ALL THAT** piece and parcel of Bastu land measuring **22.23 (Twenty Two Point Two Three) Decimals more or less**, comprised in **R.S./L.R. Dag No. 38** under L.R. Khatian No. 338, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, by purchasing the same from the said (1) Kumkum Biswas, (2) Munmun Das, (3) Parul Biswas, (4) Tanay Biswas, (5) Subhomoy Biswas, (6) Bani Rudra, (7) Shibani Karmakar, (8) Sujit Ghosh, (9) Mayarani Saha, (10) Sukla Biswas, (11) Shilpa Biswas, (12) Shampa Ghosh, (13) Champa Sarkar, (14) Pampa Saha, (15) Shikha Nag, (16) Anushila Singh, (17) Krishna Chandra Biswas & (18) Arup Biswas, by the strength of a Registered Deed of Conveyance, which was registered on 30.06.2022, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2022, Page from 153612 to 153634, being Deed No. 150707157 for the year 2022.

5.1.1.4 **Again Purchase by the said Roy Enterprise from one Prahlad Biswas** : The said Roy Enterprise (Landowner No. 3.1 herein) again purchased **ALL THAT** piece and parcel of Bastu land measuring **7.54 (Seven Point Five Four) Decimals more or less**, comprised in **R.S./L.R. Dag No. 38** under L.R. Khatian No. 2940, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, by purchasing the same from one Prahlad Biswas, by the strength of a Registered Deed of Conveyance, which was registered on 08.12.2022, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2022, Page from 265373 to 265388, being Deed No. 150712942 for the year 2022.

5.1.1.5 **Again Purchase by the said Roy Enterprise from one (1) Arup Biswas, (2) Avijit Biswas, (3) Gita Biswas, (4) Ramesh Chandra Biswas, (5) Swapan Biswas, (6) Sallen Biswas, (7) Sukhan Biswas, (8) Chhaya Biswas, (9) Anita Mondal, (10) Mita Paul & (11) Rita Biswas** : The said Roy Enterprise (Landowner No. 3.1 herein) again purchased **ALL THAT** piece and parcel of Bastu land measuring **18.69 (Eighteen Point Six Nine) Decimals more or less**, comprised in **R.S./L.R. Dag No. 38** under L.R. Khatian Nos.

323 & 2439, **AND ALSO** another plot of land measuring **13.62 (Thirteen Point Six Two) Decimals more or less** comprised in **R.S./L.R. Dag No. 40** under L.R. Khatian No. 323 & 2439, in total land measuring **32.31 (Thirty Two Point Three One) Decimals more or less**, in R.S./L.R. Dag Nos. 38 & 40, under L.R. Khatian Nos. 323 & 2439, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, by purchasing the same from one (1) Arup Biswas, (2) Avijit Biswas, (3) Gita Biswas, (4) Ramesh Chandra Biswas, (5) Swapan Biswas, (6) Sailen Biswas, (7) Sukhan Biswas, (8) Chhaya Biswas, (9) Anita Mondal, (10) Mita Paul & (11) Rita Biswas, by the strength of a Registered Deed of Conveyance, which was registered on 21.03.2023, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2023, Page from 60325 to 60351, being Deed No. 150703014 for the year 2022.

- 5.1.1.6 **Absolute Total Ownership of Roy Enterprise under (1) Deed No. 150703015 for the year 2023, (2) Deed No. 150707156 for the year 2022, (3) Deed No. 150707157 for the year 2022, (4) Deed No. 150712942 for the year 2022 & (5) Deed No. 150703014 for the year 2022 AND L.R. Record :** Thus on the basis of the aforementioned five Registered Deeds of Conveyance, bearing (1) Deed No. 150703015 for the year 2023, (2) Deed No. 150707156 for the year 2022, (3) Deed No. 150707157 for the year 2022, (4) Deed No. 150712942 for the year 2022 & (5) Deed No. 150703014 for the year 2022, the said Roy Enterprise (Landowner No. 3.1 herein), became the absolute owner of **ALL THAT** piece and parcel of Bastu land measuring **116.62 (One Hundred Sixteen Point Six Two) Decimals more or less**, comprised in **R.S./L.R. Dag Nos. 38 & 40**, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, morefully described in Part-I of the First Schedule hereunder written.

After purchasing the aforesaid property, the said Roy Enterprise (Landowner No. 3.1 herein) duly recorded its names in the record of the L.R. Settlement in L.R. Khatian No. 2926, and also recorded its names in the record of the concerned Kampa Chakla Gram Panchayet.

5.1.2 CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF AJOY ROY (LANDOWNER NO. 3.1.1 HEREIN) IS AS UNDER :

- 5.1.2.1 Absolute Ownership of Ajoy Roy (Landowner No. 3.1.1 herein) under Deed No. 150706497 for the year 2016 & L.R. Record :** One Ajoy Roy (Landowner No. 3.1.1 herein) became the absolute owner of **ALL THAT** piece and parcel of Bastu land measuring **71 (Seventy One) Decimals more or less**, comprised in **R.S./L.R. Dag No. 35**, under L.R. Khatian No. 707, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, by purchasing the same from one (1) Santa Ganguly, (2) Soma Siman & (3) Sumita Ganguly, by the strength of a Registered Deed of Conveyance, which was registered on 14.09.2016, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2016, Page from 135892 to 135910, being Deed No. 150706497 for the year 2016.

After having absolute ownership over the aforesaid property, the said Ajoy Roy (Landowner No. 3.1.1 herein) duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 2232, and also recorded its names in the record of the concerned Kampa Chakla Gram Panchayet.

5.1.3 CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF BASUDEB ROY (LANDOWNER NO. 3.1.2 HEREIN) IS AS UNDER :

- 5.1.3.1 Absolute Ownership of Basudeb Roy (Landowner No. 3.1.2 herein) under Deed No. 150705946 for the year 2017 & L.R. Record :** One Basudeb Roy (Landowner No. 3.1.2 herein) became the absolute owner of **ALL THAT** piece and parcel of Bastu land measuring **14 (Fourteen) Decimals more or less**, comprised in **R.S./L.R. Dag No. 35**, under L.R. Khatian No. 622, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, within the local limit of Kampa Chakla Gram Panchayet, Pin - 743193, in the District North 24 Parganas, by purchasing the same from one (1) Jayati Ganguly, (2) Joyeeta Nath & (3) Joydeep Ganguly, by the strength of a Registered Deed of Conveyance, which was registered on 04.08.2017, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2017, Page from 109177 to 109195, being Deed No. 150705946 for the year 2017.

After having absolute ownership over the aforesaid property, the said Basudeb Roy (Landowner No. 3.1.2 herein) duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 2705, and also recorded its names in the record of the concerned Kampa Chakla Gram Panchayet.

5.1.4 REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY :

- 5.1.4.1 Registered Development Agreement :** The said (1) Roy Enterprise, (2) Ajoy Roy & (3) Basudeb Roy (Landowners herein) jointly entered into a Registered Development Agreement in respect of land measuring 168.62 (One Hundred Sixty Eight Point Six Two) Decimals more or less, which is morefully described in the Part-IV of the First Schedule hereunder written, with one Roy Infrabuild Private Limited, Developer herein, for developing several multi storied buildings/towers on the said plot of land, with some terms and conditions mentioned therein. The said Development Agreement was registered on 21.07.2023, registered in the office of the A.D.S.R. Naihati, and recorded in Book No. I, Volume No. 1507-2023, Page from 147449 to 147476, being Deed No. 150707750 for the year 2023.

It is to be noted here that the said (1) Roy Enterprise, (2) Ajoy Roy & (3) Basudeb Roy (Landowners herein) out of their respective ownership, contributed its/his/their land in the said Registered Development Agreement, as under :

<u>Name of the Owner</u>	<u>R.S./L.R. Dag No.</u>	<u>Contributed Land Area (in Decimal)</u>
Roy Enterprise	38	103.00
Roy Enterprise	38	013.62
Ajoy Roy	35	038.00
Basudeb Roy	35	<u>014.00</u>
		<u>168.62</u>

The contribution of land of the said Roy Enterprise (Landowner No. 3.1 herein) is morefully described in the Part-I of the First Schedule hereunder written AND contribution of land of the said Ajoy Roy (Landowner No. 3.1.1 herein) is morefully described in the Part-II of the First Schedule hereunder written AND contribution of land of the said Basudeb Roy (Landowner No. 3.1.2 herein) is morefully described in the Part-III of the First Schedule hereunder written

AND the entire land is morefully described in the Part-IV of the First Schedule hereunder written.

- 5.1.4.2 **Registered Development Power of Attorney :** On the basis of the said Principal Registered Development Agreement, the said (1) Roy Enterprise, (2) Ajoy Roy & (3) Basudeb Roy (Landowners herein) jointly executed a Registered Development Power of Attorney, appointing one Roy Infrabuild Private Limited, Developer herein, as their constituted attorney, with power to sell, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney, which was registered on 21.07.2023, registered in the office of the A.D.S.R. Naihati, North 24 Parganas, and recorded in Book No. I, Volume No. 1507-2023, Page from 147477 to 147499, being Deed No. 150707789 for the year 2023.

5.1.5 **SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING COMPLEX :**

- 5.1.5.1 **Sanction of Building Plan :** The said Roy Infrabuild Private Limited, Developer herein in the name of the said relevant owners duly sanctioned a building plan from the concerned Kampa Chakla Gram Panchayet, on the said entire plot of land, which is morefully described in the Part-IV of the First Schedule hereunder written, vide Building Permit No. dated

- 5.1.4.3 **Construction of Building/Complex :** In accordance with the said sanctioned building permit number, the said Roy Infrabuild Private Limited, Developer herein, constructed building complex namely "LOKENATH APARTMENT, PHASE-I" & "LOKENATH APARTMENT, PHASE-II" on the entire plot of land, which is morefully described in the Part-IV of the First Schedule hereunder written.

The 'LOKENATH APARTMENT, PHASE-I', consisting four numbers of Towers, namely 'Tower-II', 'Tower-III', 'Tower-IV' & 'Tower-V', and the said 'LOKENATH APARTMENT, PHASE-I' constructed on the land of the said Roy Enterprise (Landowner No. 3.1 herein), which is morefully described in the Part-I of the First Schedule hereunder written.

The 'LOKENATH APARTMENT, PHASE-II', consisting one number of Tower, namely 'Tower-1', and the said 'LOKENATH APARTMENT, PHASE-II' is constructed on the joint land of the said (1) Ajoy Roy

(Landowner No. 3.1.1 herein) & (2) Basudeb Roy (Landowner No. 3.1.2 herein), which is morefully described in the Part-II & Part-III of the First Schedule hereunder written.

And the total project/entire plot of land of all the present owners (Complex Land i.e. 'Lokenath Apartment, Phase-I' & 'Lokenath Apartment, Phase-II') is morefully described in the Part-IV of the First Schedule hereunder written.

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

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5.1.5.1 **Desire of Purchasers for purchasing a Flat from Developer's Allocation :** The Purchasers 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 themselves in regards thereto and approached to the said Roy Infrabuild Private Limited, Developer/Confirming Party herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor, Side, in 'Tower-.....'**, 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 said building/complex namely **"LOKENATH APARTMENT, PHASE-I"**, morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the Part-I of 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/complex, forming part of the entire building complex, being 'Lokenath Apartment, Phase-I' & 'Lokenath Apartment, Phase-II, from Developer's Allocation [Hereinafter called and referred to as the **SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer :** The said Roy Infrabuild Private Limited, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers herein and agreed to sell the **SAID**

FLAT/SAID PROPERTY, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

- 5.1.5.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, subsequently the Purchasers herein already paid the same to the said Roy Infrabuild Private Limited, Developer/Confirming Party herein as per memo attached herewith.

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

- 5.1.6.1 **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building/Complex.

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

6. **REPRESENTATIONS AND COVENANTS REGARDING ENCUMBRANCES** : The Landowners/Vendors and Developer/Confirming Party herein, hereby represent and covenant regarding encumbrances as follows :

- 6.1 **No Acquisition/Requisition** : The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body,

6.1.1 **No Encumbrance** : The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.

6.1.2 **Right, Power and Authority to Sell** : The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.

6.1.3 **No 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 Purchasers herein have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat 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 on

8. **TRANSFER :**

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

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

Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at the 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 Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession** : Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Part-I

[Land of Roy Enterprise (Landowner No. 3.1 herein)]
[Comprising 'Tower-2', 'Tower-3', 'Tower-4' & 'Tower-5']
[Being Lokenath Apartment, Phase-I]

ALL THAT piece and parcel of Bastu land measuring **116.62 (One Hundred Sixteen Point Six Two) Decimals** be the same a little more or less, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, comprised in **R.S./L.R. Dag Nos. 38 & 40**, under **L.R. Khatian No. 2926**, A.D.S.R.O. Naihati, within the local limit of Kampa Chakla Gram Panchayet, in the District North 24 Parganas, Pin - 743193, in the State of West Bengal.

Part-II

[Land of Ajoy Roy (Landowner No. 3.1.1 herein)]
[Comprising 'Tower-I']
[Being Lokenath Apartment, Phase-II]

ALL THAT piece and parcel of Bastu land measuring **38 (Thirty Eight) Decimals** be the same a little more or less, lying and situated at **Mouza - Kampa**, J.L. No. 21, P.S. Bizpur, comprised in **R.S./L.R. Dag No. 35**, under **L.R. Khatian No. 2232**, A.D.S.R.O. Naihati, within the local limit of Kampa Chakla Gram Panchayet, in the District North 24 Parganas, Pin - 743193, in the State of West Bengal.

Part-III

[Land of Basudeb Roy (Landowner No. 3.1.2 herein)]
[Comprising 'Tower-I']
[Being Lokenath Apartment, Phase-II]

ALL THAT piece and parcel of Bastu land measuring **14 (Fourteen) Decimals** be the same a little more or less, lying and situated at **Mouza -**

Kampa, J.L. No. 21, P.S. Bizpur, comprised in R.S./L.R. Dag No. 35, under L.R. Khatian No. 2705, A.D.S.R.O. Naihati, within the local limit of Kampa Chakla Gram Panchayet, in the District North 24 Parganas, Pin - 743193, in the State of West Bengal.

Part-IV

[Entire Land of (1) Roy Enterprise, (2) Ajoy Roy & (3) Basudeb Roy
(Landowner Nos. 3.1., 3.1.1 & 3.1.2 herein)
[Being Entire Complex namely
'Lokenath Apartment, Phase-I' & 'Lokenath Apartment, Phase-II']

ALL THAT piece and parcel of Bastu land measuring 168.62 (One Hundred Sixty Eight Point Six Two) Decimals be the same a little more or less, lying and situated at Mouza - Kampa, J.L. No. 21, P.S. Bizpur, comprised in R.S./L.R. Dag Nos. 35, 38 & 40, under L.R. Khatian No. 2926, 2232 & 2705, A.D.S.R.O. Naihati, within the local limit of Kampa Chakla Gram Panchayet, in the District North 24 Parganas, Pin - 743193, in the State of West Bengal. The said entire land/entire complex, being 'Lokenath Apartment, Phase-I' & 'Lokenath Apartment, Phase-II', is butted and bounded as follows :

ON THE NORTH : Govt. Land Dag No. 65, Land of Dag No. 35 & Land of Owner.
 ON THE SOUTH : Land of Dag Nos. 33, 34, 42 & 43, House of Arup Biswas, House of Birendra Kumar Thakur & House of Punam Thakur Tiwari.
 ON THE EAST : Part of Land of Dag No. 40.
 ON THE WEST : 25 ft. Wide Panchayet Road.

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, in 'Tower-.....', 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/complex namely "LOKENATH APARTMENT, PHASE-I", lying and situate on the said plot of land, which is

morefully described in the Part-I of the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building/complex, 'Lokenath Apartment, Phase-I, forming part of the entire land/entire building/project complex, 'Lokenath Apartment, Phase-I' & 'Lokenath Apartment, Phase-II', which is morefully described in the Part-IV of the First Schedule hereinabove written. A Floor Plan of the said flat/said property is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance. The said flat is butted & bounded as follows :-

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

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

Building/Tower Level (Lokenath Apartment, Phase-I) :

- :: Lobbies on all floors and staircase of the said tower/building.
- :: Lift machine room and lift well of the said tower/building.
- :: Water reservoirs/tanks of the said tower/building. Water supply, pipeline in the said tower/building (save those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the said tower/building (save those inside any Unit). Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the said tower/building.

- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units. Elevators and allied machinery in the said tower/building.
- :: Ultimate roof of the said tower/building will be treated as common space.

Entire Complex Level (Lokenath Apartment, Phase-I & Phase-II) :

- :: Water Filter System & 24 hour water supply arrangement. Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Competent Authority.
- :: Wiring, fittings and accessories for lighting of common portions. Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: 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 tower/building/entire complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the tower/building/entire complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the tower/building/entire complex, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the tower/building/entire complex.

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

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

Absolute User Right :

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

1. 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.

2. 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.
3. 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.
4. 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.
5. 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 tower/building/entire complex.
3. The purchasers shall not make any additions and alterations in the said property, whereby the main tower/building/entire complex may be damaged, but the purchasers shall be entitled to erect wooden partition in the said flat for the purpose of their family requirement.
4. The purchasers shall also pay their proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges as decided

by the members of the Society with all required proposal and consent. The purchasers shall pay maintenance charges of the said property per month (as decided by the developer) from the date of final registration of the said property, to the developer, till the date of formation of association.

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

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

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

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchasers fulfilling their obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendors/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building/complex.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchasers or otherwise after adjusting all amounts his/her remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.

3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendors/developer for all liabilities due to non fulfillment of his/her respective obligations by the co-owners and/or the Association/Society.

ROY INFRABUILD PVT. LTD.

Ajoy Roy
Director

Bansub R
Director

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, in presence of :-

1.

Roy Infrabuild Private Limited
Represented by its Directors

2.

Ajoy Roy

Basudeb Roy
& As Constituted Attorney of
Roy Enterprise,
Ajoy Roy & Basudeb Roy
Landowners/Vendors

Purchasers

Ajoy Roy

Basudeb Roy
Directors of
Roy Infrabuild Private Limited
Developer/Confirming Party

ROY INFRABUILD PVT. LTD.

Ajoy Roy Basudeb Roy
Director Director

MEMO OF CONSIDERATION

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

Mode of Payment	Date	Bank & Branch	Amount
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Witnesses :

1.

2.

Ajoy Roy

Basudeb Roy
Directors of
Roy Infrabuild Private Limited
Developer/Confirming Party

ROY INFRABUILD PVT. LTD.

Ajoy Roy
 Director

Basudeb Roy
 Director

DATED THE DAY OF 2025

DEED OF CONVEYANCE

BETWEEN

Roy Enterprise

Ajoy Roy

Basudeb Roy

Landowners/Vendors

Purchasers

Roy Infrabuild Private Limited
Developer/Confirming Party

ROY INFRABUILD PVT. LTD.

Ajoy Roy
Director

Basudeb Roy
Director