

DEED OF CONVEYANCE

1. **Date:**

2. **Place: Kolkata**

3. **Parties:**

3.1 **ALOK KUMAR BHOWMICK [PAN: ALMPB7372F] & [AADHAAR NO. 420220896343], [D.O.B.] & [MOBILE NO.],**
son of Late Kumud Sankar Bhowmick, by faith - Hindu, by occupation - Others, by nationality - Indian, residing at Nawapara, Roy Para, P.O. Hatiara, P.S. Eco Park, New Town, Kolkata - 700157, District North 24 Parganas, West Bengal.

The said Alok Kumar Bhowmick, Landowner herein, represented by his constituted attorney, **MRINMOY SINGHA ROY [PAN. BDUPS4474G] & [AADHAAR NO. 421399081806]**, son of Late Phanindra Nath Singha Roy, residing and carrying on business at Holding No. 95/10/1, B.M.C. Hatiara, Roy Para, Ward No. 12, P.O. Hatiara, P.S. Eco Park, New Town, Kolkata - 700157, District - North 24 Parganas, West Bengal, Developer herein, by executing a Registered Development Power of Attorney After a Registered Development Agreement, registered on 26.07.2024, registered in the office of the A.R.A - I, Kolkata and recorded in Book No. I, Volume No. 1901-2024, being Deed No. 190106746 for the year 2024.

Hereinafter called and referred to as the **"LANDOWNER/VENDOR"** (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.

Mrinmoy Singha Roy
AM
Proprietor

....., P.S., District -, Pin -
....., State -

Hereinafter called and referred to as the **"PURCHASER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

- 3.3 **MRINMOY SINGHA ROY [PAN. BDUPS4474G] & [AADHAAR NO. 421399081806]**, son of Late Phanindra Nath Singha Roy, residing and carrying on business at Holding No. 95/10/1, B.M.C. Hatiara, Roy Para, Ward No. 12, P.O. Hatiara, P.S. Eco Park, New Town, Kolkata - 700157, District - North 24 Parganas, West Bengal.

Hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

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

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Conveyance:**

4.1 **Transfer of Said Flat & Appurtenances:**

- 4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely **"SIDDHI VINAYAK RESIDENCY"**, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said

Mrinmoy Singha Roy

gm

Proprietor

property, lying in the said building/complex [SOLD PROPERTY/SAID PROPERTY].

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:**

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

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF ALOK KUMAR BHOWMICK, LANDOWNER HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:**

5.1.1.1

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.....

.....

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT EXECUTED IN BETWEEN THE SAID ALOK KUMAR BHOWMICK AND ONE MRINMOY SINGHA ROY:**

5.1.2.1 The said Alok Kumar Bhowmick, Landowner herein, entered into a Registered Development Agreement with one MRINMOY SINGHA ROY, developer herein in respect of their total plot of land mentioned therein. The said Development Agreement was registered on 26.07.2024, registered in the office of the A.R.A. – I, Kolkata and recorded in Book No. I, Volume No. 1901-2024, being Deed No. 190106732 for the year 2024.

5.1.3 **REGISTERED POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT EXECUTED BY THE SAID OWNER IN FAVOUR OF THE SAID DEVELOPER:**

5.1.3.1 The said Alok Kumar Bhowmick, Landowner herein executed a Registered Power of Attorney, appointing the said MRINMOY SINGHA ROY, as his constituted attorney. The said Power of Attorney was registered on on 26.07.2024, registered in the office of the A.R.A – I, Kolkata and recorded in

Book No. I, Volume No. 1901-2024, being Deed No. 190106746 for the year 2024.

5.1.4 **AMALGAMATION, SANCTION OF BUILDING PLAN & CONSTRUCTION OF BUILDING:**

5.1.4.1 **Amalgamation :** The Landowner herein amalgamated his respective plots of land into one single plot, and the said amalgamated plot of land is morefully described in the First Schedule hereunder written.

5.1.4.2 **Sanction of Building Plan:** The said Alok Kumar Bhowmick, landowner herein, sanctioned a building plan on the said plot of land, from the concerned authority, vide Sanctioned Building Permit No. SWS-OBPAS/2109/2024/0402, dated 18.06.2024.

5.1.4.3 **Construction of Building:** The said MRINMOY SINGHA ROY, Developer herein, is constructing G+4 storied buildings namely "**SIDDHI VINAYAK RESIDENCY**", on the said amalgamated 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 MRINMOY SINGHA ROY, Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, lying and situated in the said building namely "**SIDDHI VINAYAK RESIDENCY**", morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from

Developer's Allocation [Hereinafter called and referred to as the **SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer:** The said MRINMOY SINGHA ROY, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser 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 Purchaser herein already paid the same to the said MRINMOY SINGHA ROY, Developer/Confirming Party herein as per memo attached herewith.

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

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

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

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

- 6.1 **No Acquisition/Requisition:** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building/complex is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.
- 6.1.1 **No Encumbrance:** The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.
- 6.1.2 **Right, Power and Authority to Sell:** The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.
- 6.1.3 **No Dues:** No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage:** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee:** The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.6 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.
7. **BASIC UNDERSTANDING:**
- 7.1 **Agreement to Sell and Purchase:** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is

morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER:**

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

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

9. **TERMS OF TRANSFER:**

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

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

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

9.1.3 **Free from Encumbrances:** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges,

reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

- 9.2 **SUBJECT TO:** The transfer being effected by this Conveyance is subject to:
- 9.2.1 **Indemnification:** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act:** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.
- 9.2.3 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings:** All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction,

hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

- 9.2.6 **No Objection to Mutation:** The Landowners/Vendors and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.
- 9.2.7 **Further Acts:** The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowners/Vendors and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Total Plot of Land]

ALL THAT piece and parcel of Bastu land measuring 6 (Six) Cottah more or less, along with **ALL THAT** piece and parcel of plot of land measuring area about 6 (Six) Cottahs 13 (Thirteen) Chittacks 30 (Thirty) sq.ft. more or less, i.e. in total amalgamated plot of land area about **12 (Twelve) Cottah 13 (Thirteen) Chittacks 30 (Thirty) sq.ft. more or less**, which is lying and situated at **Mouza - NOAPARA**, J.L. No.11, Re. Sa. No. 119, Touzi No. 2998, Pargana - Kalikata, P.S. formerly New Town, now Eco Park, comprised in C.S. Dag No. 247, corresponding to **R.S./L.R. Dag No. 254**, appertaining to C.S. Khatian No. 36, corresponding to R.S. Khatian No. 41, corresponding to **L.R. Khatian No. 19 & 3000**, formerly A.D.S.R.O. Bidhannagar, Salt Lake City, presently A.D.S.R.O. Rajarhat, New Town, previously within the local limit of Rajarhat Gopalpur municipality, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 9 (O), 12 (N), having Municipal Holding No. 143/356, Block No. C, Atghara, Noapara, Assessee No. 2003311013, Roypara-Hatiara Road, P.O. Hatiara, Kolkata -

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

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:

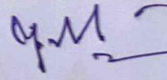
1.

Mrinmoy Singha Roy
As constituted attorney of
Alok Kumar Bhowmick
Landowners/Vendors

Purchaser

Mrinmoy Singha Roy
Developer/Confirming Party

Mrinmoy Singha Roy


Proprietor

MEMO OF CONSIDERATION

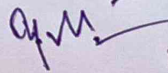
Received with thanks from the above named purchaser, a sum of **Rs.....**
(Rupees) **only** towards the total
 consideration of the said flat, which is morefully described in the Second Schedule
 hereinabove written, together with undivided proportionate share of land morefully
 mentioned in the First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

1.

Mrinmoy Singha Roy



Proprietor

Mrinmoy Singha Roy
Developer/Confirming Party