

**DEED OF CONVEYANCE**

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **SUBRATA BORAL [PAN : AEAPB1636F], [AADHAAR NO. ....], [D.O.B. ....]& [MOBILE NO. ....]**, son of Dilip Boral, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Taraknath Boral Lane, Udayachal, P.O. Rajarhat Gopalpur, P.S. Narayanpur [previously Airport], Kolkata - 700136, District North 24 Parganas, West Bengal.

3.1.1 **SUPRIYO BORAL [PAN : AEAPB1636F], [AADHAAR NO. ....], [D.O.B. ....] & [MOBILE NO. ....]**, son of Dilip Boral, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Taraknath Boral Lane, Udayachal, P.O. Rajarhat Gopalpur, P.S. Narayanpur [previously Airport], Kolkata - 700136, District North 24 Parganas, West Bengal.

The said landowners represented by their constituted attorney, **B S ENTERPRISE [PAN NO. AAMFB9975D]**, a Partnership Firm, having its Office at 359, Dum Dum, P.O. Bangur Avenue, P.S. Laketown, Kolkata - 700055, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **BIPLAB SAHA [PAN : AUMPS4117J], [AADHAAR NO. ....], [D.O.B. ....] & [MOBILE NO. ....]**, son of Late Basudeb Saha, faith - Hindu, by occupation - Business, by nationality - Indian, residing at 195/C, Dum Dum Park, Bangur Avenue, P.S. Laketown, Kolkata - 700055, District North 24 Parganas, West Bengal & (2) **SUDIP SAHA [PAN : AXIPS0690K], [AADHAAR NO. ....], [D.O.B. ....] & [MOBILE NO. ....]**, son of Late Sunil Kumar Saha, faith - Hindu, by occupation - Business, by nationality - Indian, residing at 359, Dum Dum Park, Bangur Avenue, P.S. Laketown, Kolkata - 700055, District North 24 Parganas, West Bengal, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 22.05.2024, registered in the office of the A.D.S.R, Bidhannagar and recorded in Book No. I, Volume No. 1504-2024, Page from 53671 to 53689, being Deed No. 150401300 for the year 2024.

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,

B. S. ENTERPRISE

*Biplab Saha.*  
Partner

executors, administrators, representatives and assigns) of the **FIRST PART.**

**AND**

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

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

**AND**

3.3 **B S ENTERPRISE [PAN NO. AAMFB9975D]**, a Partnership Firm, having its Office at 359, Dum Dum, P.O. Bangur Avenue, P.S. Laketown, Kolkata - 700055, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **BIPLAB SAHA [PAN : AUMPS4117J], [AADHAAR NO. ....], [D.O.B. ....] & [MOBILE NO. ....]**, son of Late Basudeb Saha, faith - Hindu, by occupation - Business, by nationality - Indian, residing at 195/C, Dum Dum ParkBangur Avenue, P.S. Laketown, Kolkata - 700055, District North 24 Parganas, West Bengal&(2) **SUDIP SAHA [PAN : AXIPS0690K], [AADHAAR NO. ....], [D.O.B. ....] & [MOBILE NO. ....]**, son of Late Sunil Kumar Saha, faith - Hindu, by occupation - Business, by nationality - Indian, residing at 359, Dum Dum Park,Bangur Avenue, P.S. Laketown, Kolkata - 700055, District North 24 Parganas, West Bengal.

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

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

B. S. ENTERPRISE

*Biplab Saha.*  
Partner

**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 Carpet area, **ALONGWITH** a Covered Parking Space, on the Ground Floor, being Covered Parking Space No. ...., measuring ..... sq.ft. more or less, lying and situated in the building namely **“UDAY APARTMENT”** morefully described in the Second Schedule hereunder written, lying and situate on the amalgamated plot of land, which is morefully described in the First Schedule hereunder written. **[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 JOINT OWNERSHIP OF (1) SUBRATA BORAL & (2) SUPRIYO BORAL, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 .....  
.....  
.....

5.1.2 **REGISTERED DEVELOPMENT AGREEMENT & REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT:**

5.1.2.1 **Registered Development Agreement :**The said Landowners herein, entered into a Registered Development Agreement with one **B S ENTERPRISE**, Developer herein, for developing their plot of land, which is morefully described in the First Schedule hereunder written, with some terms and conditions mentioned in the said Development Agreement. The

said Development Agreement was registered on 22.05.2024, registered in the office of the A.D.S.R, Bidhannagar and recorded in Book No. I, Volume No. 1504-2024, Page from 53531 to 53571, being Deed No. 150401293 for the year 2024.

5.1.2.2 **Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the said Registered Development Agreement, the said Landowners herein, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said **B S ENTERPRISE**, 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 after Registered Development Agreement, which was registered on 22.05.2024, registered in the office of the A.D.S.R, Bidhannagar and recorded in Book No. I, Volume No. 1504-2024, Page from 53671 to 53689, being Deed No. 150401300 for the year 2024.

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

5.1.3.1 **Sanction of Building Plan** : The said **B S ENTERPRISE**, Developer herein as constituted attorney of the said relevant owners, sanctioned a building plan on the said plot of land and which is more fully described in the First Schedule hereunder written, from the concerned Bidhannagar Municipal Corporation, vide Building Permit No. **SWS-OBPAS/2109/2024/1255 dated 14.01.2025.**

5.1.3.2 **Construction of Building** : On the basis of the said sanctioned building plan, the said **B S ENTERPRISE**, Developer, duly constructed a multi storied building namely "**UDAY APARTMENT**" on the said plot of land and which is more fully 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 **B S ENTERPRISE**, 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 Carpet area, **ALONG WITH** a Covered Parking Space, on the

Ground Floor, being Covered Parking Space No. ...., measuring ..... sq.ft. more or less, lying and situated in the building namely **“UDAY APRTMENT”** morefully described in the Second Schedule hereunder written, lying and situate on the amalgamated plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building, from Developer’s Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer** : The said **B S ENTERPRISE**, 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 **B S ENTERPRISE**, 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 Purchasers 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 Plot of Land & Premises]**

**ALL THAT** piece and parcel of Bastu land measuring **6 (Six)Cottahs 04 (Four) Chittacks be the same a little more or less**, comprised in R.S./L.R. Dag No. 2237 (P), recorded under L.R. Khatian Nos.26857 &26856, (in the name of Landowners herein), lying and situate at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, presently Narayanpur, A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of formerly Rajarhat Gopalpur Municipality, having Municipal Holding No. 93, Municipal Address 6, Block No. -C, 93, Gopalpur, Assessee No. 20031109473, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No. 206, Block No. - C, 206,

Gopalpur, Assessee No. 20031104231, in Ward No.4, P.O. R. Gopalpur, Kolkata - 700136, in the District North 24 Parganas, West Bengal. The said total plot of land is butted & bounded as follows :-

ON THE NORTH : R.S./L.R. Dag No. 2238.  
 ON THE SOUTH : 13'-0 Wide Common Passage.  
 ON THE EAST : 13'-0 Wide Common Passage.  
 ON THE WEST : 13'-0 Wide Common Passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**[Description of Flat]**

**[Sold Property/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 Carpet area**, consisting ..... Bed Rooms, One Drawing-cum-Dining, One Kitchen, ..... Toilets & ..... Balcony, **ALONGWITH** a Covered Parking Space, on the Ground Floor, being Covered Parking Space No. ...., measuring ..... sq.ft. more or less, lying and situated in the building namely **"UDAY APRTMENT"**, situated at **Mouza - Gopalpur**, J.L. No. 2, Re. Sa. No. 140, Touzi No. 2998, Pargana - Kalikata, P.S. Airport, presently Narayanpur, comprised in R.S./L.R. Dag No. 2237 (P), recorded under L.R. Khatian Nos. 26857 & 26856, (in the name of Landowners herein), A.D.S.R.O. Bidhannagar, Salt Lake City, within the local limit of Bidhannagar Municipal Corporation, in Ward No.4, P.O. R. Gopalpur, Kolkata - 700136, in the District North 24 Parganas, West Bengal, which is morefully described in the First Schedule hereinbefore written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building.

**THE THIRD SCHEDULE ABOVE REFERRED TO****[Common Portions]****Building Level :**

- :: 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.
- :: Ultimate roof of the building will be treated as common space.

**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.

Biplab Saha

Sudip Saha  
Partners of  
B S ENTERPRISE  
As constituted attorney  
Of Subrata Boral  
Supriyo Boral  
**Landowners/Vendors**

.....  
**Purchaser**

B. S. ENTERPRISE  
Biplab Saha.  
Partner

Biplab Saha

Sudip Saha  
Partners of  
B S ENTERPRISE  
**Developer**

**MEMO OF CONSIDERATION**

Received on or before executing this present Agreement, a sum of **Rs...../- (Rupees .....)** only as part of the total consideration of the said flat AND said covered car parking space, which is morefully mentioned in the Second Schedule herein above written, from the above named Purchaser, as per Money Receipt given to the Purchaser, as follows :-

<b>Transfer/Cheque No.</b>	<b>Date</b>	<b>Bank's Name</b>	<b>Amount</b>
.....	.....	.....	.....
.....	.....	.....	.....

**TOTAL : Rs.....**

**Witnesses :-**

- 1.
- 2.

B. S. ENTERPRISE  
*Biplab Saha.*  
 Partner

Biplab Saha  
 Sudip Saha  
 Partners of  
 B S ENTERPRISE  
**Developer**