

DRFT COPY OF DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this

.....,

B E T W E E N

S.K. DEVELOPMENT PRIVATE LIMITED, having its registered office at, **PAN:**, represented by its director namely;

Referred to hereinafter as the **OWNERS CUM OWNER CUM OWNER CUM DEVELOPER S** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

A N D

....., S/o OR W/o, by faith -, Citizen - Indian, by occupation - resident of having Permanent Account Number (PAN) -, hereinafter called and referred to as the **"PURCHASER"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

WHEREAS the landed property described in the "A" Schedule below was originally owner of the land Amal Kuma Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed

property transferred to Mariza Begum, by virtue of Registered Deed of Sale being No. 985 dated 17.02.1983 registered before Joint Sub Registered Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No.696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Mariza Begum became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 985 dated 17.02.1983 registered before Joint Sub Registered Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No.696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Mariza Begum while enjoying and possessing the landed property transferred to Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No. 6329 dated 14.08.1987 registered before A.D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 6329 dated 14.08.1987 registered before A.D.S.R. Burdwan.

AND WHEREAS the landed property described in the "A" Schedule below was originally owner of the land Amal Kumar Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed property transferred to Prabir Kumar Paul, by virtue of Registered Deed of sale being No. 3736 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 decimals of land, vide Plot No. 1262 & 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Prabir Kumar Paul, became absolute owner and possessor of the landed property by virtue of Registered Deed of sale being No. 3736 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 Kottah of land, vide Plot No. 1262 & 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Prabir Kumar Paul enjoying and possessing the landed property transferred to

Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No. 10114 dated 15.12.1987 registered before D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 10114 dated 15.12.1987 registered before A.D.S.R. Burdwan.

AND WHEREAS the landed property described in the "A" Schedule below was originally owner of the land Amal Kumar Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed property transferred to Narayan Kumar Paul, by virtue of Registered Deed of sale being No. 8279 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 Kottah of land, vide Plot No. 1262, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Narayan Kumar Paul, became absolute owner and possessor of the landed property by virtue of Registered Deed of sale being No. 8279 dated 18.09.1981 registered before Joint Sub Registrar Burdwan, an area of 17 Kottah of land, vide Plot No. 1262, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Narayan Chandra Paul while enjoying and possessing the landed property transferred to Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No. 2671 dated 20.03.1987 registered before D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 2671 dated 20.03.1987 registered before D.S.R. Burdwan.

AND WHEREAS the landed property described in the "A" Schedule below was originally owner of the land Amal Kuma Ghosh. Thereafter while Amal Kumar Ghosh enjoying and possessing the landed property transferred to Mariza Begum, by virtue of

Registered Deed of Sale being No. 368 dated 08.03.1983 registered before Joint Sub registrar Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter Mariza Begum became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 368 dated 08.03.1983 registered before Joint Sub registrar Burdwan, an area of 2 Cottah 8 Chatak, vide Plot No. 1282, Khatian No. 696, of Mouza- Bahirsarbamangala, J.L.-42. Thereafter while Mariza Begum enjoying and possessing the landed property transferred to Siddhartha Auto Mobiles (P) Ltd. company, by virtue of Registered Deed of Sale being No. 7169 dated 28.10.1987 registered before D.S.R. Burdwan. Thereafter Siddhartha Auto Mobiles (P) Ltd. company, became absolute owner and possessor of the landed property by virtue of Registered Deed of Sale being No. 7169 dated 28.10.1987 registered before D.S.R. Burdwan.

THEREAFTER Siddhartha Auto Mobiles (P) Ltd. company became absolute owner and possessor of the landed property 39 decimals of land, vide Plot No. 1262 & 1282, of Mouza- Bahirsarbamangala, J.L.-42, within P.S. Burdwan, Dist- Purba Barddhaman. Thereafter Siddhartha Auto Mobiles (P) Ltd. company mutated his name in L.R.R.O.R. under L.R. Khaitan No. 8395 of Mouza- Bahirsarbamangala, J.L.-42, within P.S. Burdwan, Dist- Purba Barddhaman.

AND WHEREAS the said property mentioned in the Schedule below was secured in favour of the UCO BANK, by Siddhartha Auto Mobiles (P) Ltd, by the way of creating equitable mortgage and deposited the Original Title Deeds of Sale of the said property mentioned in

schedule 'A' to the said Bank towards the financial facility of Cash Credit and others limits.

AND WHEREAS the said Siddhartha Auto Mobiles (P) Ltd failed to repay the loan amount plus interest to the said UCO BANK, in spite of repeated demand by the said Bank.

AND WHEREAS the said UCO BANK as per provisions of the Securitization and Reconstruction of the Financial Assets and Enforcement of Security interest Act, 2002 hereinafter referred as "SARFAESI" Act and its authorized officer of UCO BANK appointed under the Securitization and reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13(2) read with rule 8 of the Security interest (Enforcement) Rules, 2002 issued Securitization Notice against the said account of Siddhartha Auto Mobiles (P) Ltd calling upon the borrowers and guarantor/s to repay the amount mentioned in the said Notice within 60 (Sixty) days from the date of receipt of the said notice. However, the borrowers and guarantor/s having failed to repay the amount.

AND WHEREAS afterwards the said UCO BANK issued a Notice under Section 13(4) of **SARFAESI** to the borrowers, guarantors/mortgagers and the public in general that the said Authorized officer of the said Bank has taken possession of the property as mortgaged to the Bank in exercise of powers conferred on him under Section 13(4) of the said Act read with rule 8 of the said rule on the date mentioned against her name and further notified regarding the sale of the above mentioned property on '**AS IS WHERE IS BASIS**'.

AND WHEREAS no one was ready and willing to make highest bid other than the Present Owner.

AND WHEREAS the Present Owner herein have paid the entire consideration money as stated above to the Vendor herein at the time of auction of the said property to the Vendor and the Vendor shall handover the possession of the said property to the Purchasers and issue the Sale Certificate dated 30.08.2008.

AND WHEREAS the OWNER CUM OWNER CUM OWNER CUM DEVELOPER is engaged in civil construction and development of immovable properties and being informed from the closed sources approached to the OWNER CUM OWNER CUM OWNER CUM DEVELOPER through its director to carry on the project to build multistoried building project by providing fund from their own source.

AND WHEREAS the OWNER CUM OWNER CUM OWNER CUM DEVELOPER represented by its director, for development and for construction of multi-storied building consisting of several flats/units/parking spaces on the basis of sanctioned building plan issued by Burdwan Municipality and the Owner has given the authority and power to execute Agreement for Sale/Deed of Sale in favour of the intending purchasers of flat/unit/parking space comprising in the proposed building and also delivered the power to realize the cost of construction of the flat/unit/parking spaces and common parts from the intending purchaser as consideration amount directly and the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and upon receipt of such payment from the intending purchasers the OWNER CUM OWNER CUM OWNER CUM DEVELOPER shall nominate the intending purchasers by providing the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchases.

AND WHEREAS, the OWNER CUM OWNER CUM OWNER CUM DEVELOPER has obtained a sanctioned plan from Burdwan Municipality for proposed multistoried residential building consisting of several flats/units/parking spaces and they started construction for proposed multistoried residential building consisting of several flats/units/parking spaces and as per existing terms & conditions of the said Development Agreement entire saleable space over the proposed construction over A Schedule property has been allotted in favour of the OWNER CUM OWNER CUM DEVELOPER Firm.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of **Rs.** only paid by the Purchaser to the OWNER CUM DEVELOPER in the manner mentioned in the Memo of Consideration clause written hereunder at or before the execution of these presents (the receipts whereof the OWNER CUM DEVELOPER hereunder written, admit and acknowledge and of and from the payments of the same both Vendors and the OWNER CUM DEVELOPER doth hereby acquit release and forever discharge the Purchaser the said Flat conveyed hereby and every part thereof). The Vendors doth hereby grant, transfer, sell, convey and assigns and assured and the OWNER CUM DEVELOPER doth hereby confirm and transfer to and unto and in favour of the Purchaser free from all encumbrances all that piece and parcel of one residential Flat being **Flat No.** on the Floor, at **Block-**..... having super built-up area measuring more or less **Sq. Ft.** at, known as "**TRIVENI APARTMENT**", together with the common rights of user of the staircase, lift, pathways, passage

drain, water sources, pump, septic tank, overhead water reservoir etc. in the said building more fully mentioned in the Third Schedule together with undivided proportionate share of underneath land of the First Schedule property and all ancient and other rights, liberties, easements, appendages, appurtenances and estate right, title and interest in the property whatsoever of the Vendors and the OWNER CUM DEVELOPER with the said complete residential Flat free from all encumbrances and to hold the same absolutely and forever situated lying and situated at, more fully and particularly mentioned and described in the Second Schedule hereunder written and all the estates, right, title, interest, claim and demand whatsoever of the Vendors and the OWNER CUM DEVELOPER into or upon the same and every part thereof and **TO HAVE AND TO HOLD** the same and to and unto the use of the Purchaser, her executors, legal heirs **AND** the Vendors and the OWNER CUM DEVELOPER do hereby covenant with the Purchaser, her heirs, executors, administrators, legal representatives and assigns that the Vendors are now lawfully seized and possessed of the said property free from all encumbrances, attachments or defects in title whatsoever and that the Vendors and the OWNER CUM DEVELOPER have full power and absolute authority to sell the said Flat in the manner aforesaid and the Purchaser hereafter shall peaceably and quietly hold possess and enjoy the said Flat in khas without any claim or demanded whatsoever from the Vendors and the OWNER CUM DEVELOPER or their respective heirs, executors, legal representatives, administrators or assigns and the Vendors and the OWNER CUM DEVELOPER shall save harmless and indemnify & keep indemnified the Purchaser, her heirs,

executors, legal representatives, administrators and assigns from or against all encumbrances, charges whatsoever **AND** the Vendors as also the OWNER CUM DEVELOPER their heirs, executors, legal representatives, administrators or assigns further covenant that they shall at the request and cost of the Purchaser or her heirs, executors, legal representatives, administrators or assigns do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assigning the said Flat and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed.

AND WHEREAS it is further declared that the parties hereunder made it expressly subject to the following conditions:

1. That the Purchaser has satisfied herself as to the amenities available given by the OWNER CUM DEVELOPER in the said building and the Purchaser has satisfied herself with regard to the Vendors' title to the said premises including the land and building complex comprised therein.
2. That the Purchaser has satisfied herself with the nature scope and extent of the benefits or interest in the common areas and facilities fully mentioned in the Third Schedule hereinunder.

3. That the Purchaser confirms to have inspected the building plan as sanctioned by the Burdwan Municipality for construction of the multi-storied building as mentioned in the First Schedule hereunder.
4. That all the owners of flats of the First Schedule mentioned building shall join together to form an association or maintenance society or maintenance committee solely for the purpose of maintenance of the said complex and common parts and the Purchaser shall co-operate with such association / society / committee and shall sign all documents which are necessary for the purpose of maintenance.
5. That the OWNER CUM DEVELOPER agrees to maintain and upkeep the common areas of the said multi-storied building and the said common areas of the building will be under management and control of the OWNER CUM DEVELOPER till the association or maintenance society or maintenance committee is formed.
6. That the Purchaser shall pay regularly and punctually the common expenses as described in the Fourth Schedule hereunder written at such rules may decided or determined by the OWNER CUM DEVELOPER to be payable from the date of possession to the OWNER CUM DEVELOPER and upon formation of association or maintenance society or maintenance committee to such

association or maintenance society or maintenance committee.

7. That the OWNER CUM DEVELOPER shall not liable to pay any maintenance charges in respect of unsold Flat / spaces in the building / complex even after formation of maintenance committee / society.
8. That the Purchaser shall have right to mutate her name as the owner of the said Flat mentioned in the Second Schedule hereto in the records of the Burdwan Municipality and government or local authority and / or having the said Flat separately numbered and assessed for taxes and the Vendors and the OWNER CUM DEVELOPER shall whenever require by the Purchaser, give their consent or approval in writing for the purpose of such mutation and separate assessment.
9. That so long the Flat of the Purchaser is not separately assessed the Purchaser shall pay the proportionate share of all rents and taxes to the OWNER CUM DEVELOPER and upon formation of association or maintenance society or maintenance committee to such association or maintenance society or maintenance committee.
10. That after purchasing the said Flat the Purchaser hereto shall apply and / or take electric meter in her own name for the supply and consumption of electricity to be installed and keep the meter installed in meter's space of

the Ground Floor for meter and shall pay all rents and consumption charges to the concern authority.

11. That the Purchaser shall have the right of water connection from the deep tubewell through overhead water tank of the building / complex.
12. That the Purchaser shall allow the OWNER CUM DEVELOPER or the representatives of association or maintenance society or maintenance committee with or without workmen to enter into the Second Schedule Flat for the purpose of maintenance and repair.
13. That it is hereby agreed that the Purchaser hereto shall not at any time demolish or damage or cause to be damaged or demolished the said Flat or any part thereof hereby purchased by her.
14. That the Purchaser shall not obstruct the OWNER CUM DEVELOPER or the association or maintenance society or maintenance committee in its acts relating to the common purpose and will not violate any of rules and / or regulations laid down by the OWNER CUM DEVELOPER and upon formation of association or maintenance society or maintenance committee for the common purpose and / or user of the common portions.
15. That it is hereby further agreed that the Purchaser hereto shall use the said Flat for residential purpose and being

the absolute owner, the Purchaser shall have full right to sell, transfer, mortgage and let-out the said Flat.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the 'entire land and building')

ALL THAT piece and parcel of land under P.S. Burdwan & Dist. Purba Barddhaman, within Burdwan Municipality, Ward No. 03, Mouza Bahirsarbamangala, J.L. No. 42, Khatian No 696, R.S. Plot No 1262 & 1282, L.R. Plot No. 3302, L.R.Khatian No. 18622, area 42.3 Decimals or 18425.88 Sq. Ft or 25.59 Cottah, Classification Bastu, which is Butted & bounded by:

ON THE NORTH : G.T.ROAD

ON THE SOUTH: 12 ft wide Road Road.

ON THE EAST: Plot No. 1282.

ON THE WEST: Plot No. 1282

THE SECOND SCHEDULE ABOVE REFERRED TO

{Description of the 'Flat' (within the OWNER CUM DEVELOPER 's Allocation)}

WITHIN THE FIRST SCHEDULE MENTIONED BUILDING ALL THAT demarcated and well defined one Tiles flooring complete residential Flat being Flat No. on the, Block-....., towards the side of the multi-storied building, having its super built-up area measuring **Sq. Ft** or a little more or less, along with

2 (two) Wheeler Parking Space, consisting of 2 (two) Bed Rooms, 1 (one) Drawing-cum-Dining, 1 (one) Kitchen, 2 (two) Toilets and 1 (one) Verandah, as shown in the plan annexed herewith and therein bordered "**RED**", alongwith with undivided proportionated importable share of the land underneath the building in relation to the area of the apartment, together with the right of enjoyment of the common areas and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Facilities)

1. Staircase.
2. Staircase landing on all the floors.
3. Common passages or pathways within the building beginning from the entrances of the building.
4. The foundation, columns, beams, supports and main wall etc.
5. R.C.C. overhead tank, underground water reservoir, pump room (if any), Septic Tank, Water & Sanitary Pipes and other common plumbing installations.
6. Electrical Installations, Electrical Wiring, Concealed P.V.C. pipes, Meters fittings.
7. Water and sewerage evacuation pipes from upper floors to the drains and sewerage common to building.
8. Drains and sewerages from the building to the Municipal duct on Municipal Road.
9. Boundary wall and Main Gate.

10. Open spaces and Passages.
11. Lift and area for operation of such lift.
12. Top roof of the multi-storied building.
13. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or around the said housing complex as are necessary for passage and occupancy of the said Flat in common with other Flat owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses of the Maintenances)

1. All Cost of maintaining, replacing, white washing, painting, decorating of the main structure of the building including the exterior thereof and top roof of the multi-storied building.
2. The cost of acquisition and legal proceeds, the cost of cleaning and lighting the common area.
3. The cost of working, repairing, replacing and maintenance of lights, lift, pump and other plumbing works including all other service charges for services rendered in common to all other occupiers.
4. The charges of plumbers, electricians, sweepers, security guards, salaries of managers and clerks, if any.

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

SIGNED, SEALED & DELIVERED by the abovenamed Parties in presence of:

WITNESSES:

1.

Signature of the OWNER CUM DEVELOPER

Signature of the PURCHASER

Drafted by me and
Typed in My Office
(.....)
Advocate,
District Judges Court,
Enrollment No.