

DEED OF CONVEYANCE

1. Date :
2. Place : Kolkata

3. **Parties :**

3.1. (1) **TARUN ROY** (having PAN : ADEPR2449D, having Aadhaar No. 4563 5419 2790) son of Late Santosh Roy, residing at 151, Main Road East, New Barrackpur, P.O. New Barrackpor, P.S. Ghola, District- North 24 Parganas, PIN- 700131, West Bengal, by faith Hindu, by occupation- Business, by Nationality- Indian (2) **SMT. JASBINDER KOUR** (having PAN : BJPPK3498F, Aadhaar No. 5563 0819 3277) wife of Sri Aniruddha Sinha, permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas, by occupation- Service, by faith Hindu, by Nationality- Indian and (3) **SRI ANIRUDDHA SINHA** (having PAN : CEFPS4136C, Aadhaar No. 798775142691) son of Sri Ashutosh Sinha, permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas, by occupation- Service, by faith Hindu, by Nationality- Indian, both presently residing at 225/1, Green Park, Block- A, Police Station- Lake Town, Kolkata- 700055 in the District of North 24-Parganas, hereinafter called the “**LAND OWNERS/VENDORS**” (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their and each of their legal heirs, executors, administrators, representatives, nominees and assigns) of the **FIRST PART**,

The said Land owner No. 1 represented his constituted Attorney **GAYEN CONSTRUCTION** (having PAN : AARFG6079L), a partnership firm, having its office at 68/118, Amarpally Road, P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, represented by its Partners namely (1) **SHRI BINOY GAYEN** (having PAN : BFAPG1222G, Aadhaar No. 8539 7444 6617, Mob. 8013210873) Son of Shri Bipul Gayen, residing at Nutan Pally, Jatragachi, P.O – Gouranganagar, P.S – New Town, Kolkata – 700059, by occupations – Business, by faith Hindu, by Nationality- Indian and (2) **SHRI ANIRUDDHA SINHA** (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Shri Ashutosh Sinha, residing at 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S.

Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by occupation- Business, by faith – Hindu, by Nationality Indian, by a Development Power of Attorney, registered at the office of the District Sub-Registrar –I North 24 Parganas and recorded in Book No. I, Volume No. 1501-2022, Pages from 154842 to 154874, Being No. 150102579 for the year 2022 on 16/02/2022 AND the Land owner Nos. 2 & 3 represented their constituted Attorney **GAYEN CONSTRUCTION** (having PAN : AARFG6079L), a partnership firm, having its office at 68/118, Amarpally Road, P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, represented by its Partners namely (1) **SHRI BINOY GAYEN** (having PAN : BFAPG1222G, Aadhaar No. 8539 7444 6617, Mob. 8013210873) Son of Shri Bipul Gayen, residing at Nutan Pally, Jatragachi, P.O – Gouranganagar, P.S – New Town, Kolkata – 700059, by occupations – Business, by faith Hindu, by Nationality- Indian and (2) **SHRI ANIRUDDHA SINHA** (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Shri Ashutosh Sinha, residing at 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by occupation- Business, by faith – Hindu, by Nationality Indian, by a Development Power of Attorney, registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2022, , Pages from 205272 to 205291, Being No. 190103261 , for the year 2022 on their behalf as their Constituted Attorney.

- **AND** -

3.2. **GAYEN CONSTRUCTION** (having PAN : AARFG6079L), a partnership firm, having its office at 68/118, Amarpally Road, P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, represented by its Partners namely (1) **SHRI BINOY GAYEN** (having PAN : BFAPG1222G, Aadhaar No. 8539 7444 6617, Mob. 8013210873) Son of Shri Bipul Gayen, residing at Nutan Pally, Jatragachi, P.O – Gouranganagar, P.S – New Town, Kolkata – 700059, by occupations – Business, by faith Hindu, by Nationality- Indian and (2) **SHRI ANIRUDDHA SINHA** (having PAN :

CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Shri Ashutosh Sinha, residing at 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by occupation- Business, by faith – Hindu, by Nationality Indian, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office and assigns) of the **SECOND PART**.

- AND –

3.3. Ms. /Mr. /Mrs. _____ (having PAN: _____, Aadhaar No. _____, aged about.....)son /daughter/wife of _____, residing _____ at _____

hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their legal heirs, executors, administrators, representatives nominees and assigns) of the **THIRD PART**;

The Vendors/Owners, Developer and Purchaser/s collectively Parties and individually Party.

NOW THIS CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1. Transfer of Said Flat & Appurtenances :

4.1.1. **Said Flat & Car Parking Space** : **ALL THAT** one complete and independent residential **Flat No. _____ on the _____ Floor**, measuring Carpet area _____ which super built up area of _____ **Square feet** more or less (including _____% common areas & facilities) consisting with _____ bed rooms, _____ drawing cum dining, _____ kitchen _____ toilets _____ balcony at the _____ side, in **Block-_____ (Said Flat) TOGETHER WITH one Covered Car Parking Space/ Open (Open to sky) Car Parking Space No. _____, on the ground floor, (hereinafter called as the said Car Parking Space)** (the said Flat and Car Parking Space hereinafter jointly called as the said PROPERTY) which is **DEVELOPER'S ALLOCATION** described in the Second Schedule hereinafter written of the building known as '**URBAN ENCLAVE'** (**Said Building**) situated on the land more fully described in the First Schedule hereinafter written (**Said Property**).

5. Background, Representations, Warranties and Covenants :

5.1. **Representations and Warranties regarding Title** : The Land Owner(s)/Vendor(s) , Vendor/Developer have made the following representation and given the following warranty to the Purchaser/s regarding title.

5.2. **Owner of The New Barrackpore Co-operative Colony Society Limited** : subsequently renamed as New Barrackpore Co-operative Homes Limited was the absolute owner of land measuring an area of of **5(five) Cottahs 11 (eleven) Chittacks 4(four) square feet** more or less comprised in C.S. & R.S. Dag No. 205, **L.R. Dag No. 1588**, under L.R. Khatian No. 1247, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the New Barrackpur Municipality, Municipal Holding Nos. 147/2, 147/1, 147 and 146, Ward No. 01, PIN- 700131, within the jurisdiction of Khardah, thereafter Gholia now New Barrackpur Police Station, in the District of North 24 Parganas, State – West Bengal.

5.3. **State Government allowed the New Barrackpore Co-operative Homes Limited to distributed** : on the basis of West Bengal Development and Planning Act IV, 1948 which was notified in the Calcutta Gazette Notification No. 23878, Pages No. 2308 to 2309 for State Government have acquired a huge areas of land and on the basis of an Agreement made in the year 1953 between the State Government and the New Barrackpore Co-operative Homes Limited, the State Government have allowed the New Barrackpore Co-operative Homes Limited to distributed same plots of land in favour of the actual displaced person who are coming from East Bengal as per Sub-Section (2) Section 10 of the West Bengal Land Development and Planning Act. 1948.

5.4. **Ownership of Shri Tarun Roy** : The Land owner No. 1 Shri Tarun Roy being one of the displaced persons from East Bengal and as been occupied the entire property since 07/02/1969 and in this connection, the said New Barrackpore Co-operative Homes Limited was allotted 5 Cottahs 11 Chittacks 4 Sq.ft. of land lying at Aharampur, J.L. No. 35, R.S. No. 98, comprised in C.S. & R.S. Dag No. 205, corresponding to L.R. Dag No. 1588, under L.R. Khatian No., 1247 to said Shri Tarun Roy (the land owner No. 1 herein) by two separate registered Deed of Conveyances one recorded in Book No. I, Being No. 150100870 & 150100871 both dated 20/01/2022 both registered at the office of the D.S.R.-I Barasat, North 24 Parganas.

5.5. **Development Agreement and Development Power of Attorney** executed and registered by Shri Tarun Roy : While seized and possessed of the said plot of land, the said Land owner No. 1 Shri Tarun Roy entered into one DEVELOPMENT AGREEMENT with the present Developer which registered at the office of the District Sub-Registrar –I, Barasat North 24 Parganas and recorded in Book No. I, Volume No. 1501-2022, Pages from 156450 to 156493, Being No. 150102570 for the year 2022 on 16/02/2022 for such construction of multi storied building on the said land measuring 5 Cottahs 11 Chittacks 4 Sq.ft. more or less under some terms and conditions mentioned thereon and subsequently he has empowered to said Developer for such construction of

said building and given rights to sell the Developer's allocation, by a registered Development Power of Attorney, registered at the office of the District Sub-Registrar –I North 24 Parganas and recorded in Book No. I, Volume No. 1501-2022, Pages from 154842 to 154874, Being No. 150102579 for the year 2022 on 16/02/2022.

5.6. Owner of Smt. Kamala Bala Das : Smt. Kamala Bala Das was the owner of land measuring an area of 5 (five) Cottahs be the same a little more or less comprised in C.S. & R.S. Dag No. 200 under Khatian No. 171, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, within the jurisdiction of Khardah Police Station, in the District of North 24 Parganas by virtue of purchase from The New Barrackpur Co-Operative Society Homes Limited, by a registered **Deed of Sale** registered at the office of the Sub-Registrar Barrackpur and recorded in Book No. I, Volume No. 12, Being No. 168 in the year 1978 on 09/01/1978 against valuable consideration mentioned thereon. After purchased the said land, the said Smt. Kamala Bala Das duly mutated her name in the New Barrackpur Municipality, Being Municipal Holding No. 130, under Ward No. 1, as absolute owner and possessor thereof.

5.7. Smt. Kamala Bala Das sell to Samarendranath Saha : While seized and possessed of the said plot of land measuring an area of 5 (five) Cottahs, the said Smt. Kamala Bala Das referred therein as the Vendor sold transferred and conveyed her right title and interest of said land to one **Samarendranath Saha** son of Shri Kalipada Saha, resident of No. 1/5, Sir Gurudas Road, P.S. Beliaghata, Kolkata, referred therein as the Purchaser, by a registered **Deed of Sale** registered at the office of the District Registrar Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 53, Pages from 216 to 222, Being No. 3006 in the year 1978 on 10/07/1978 against valuable consideration mentioned thereon.

5.8. L.R. Record by **Samarendranath Saha** : While seized and possessed of the said plot of land measuring 05 Cottahs, the said **Samarendranath Saha** duly recorded his name to the BL & LR office in L.R. Settlement Operation being **L.R. Khatian No. 1093** and the said R.S. Dag No. 200 has been converted into **L.R. Dag No. 1572** and the office authority recorded the said land measuring 08 Decimals as 0.8000 share out of total 10 Decimals as absolute owner and possessor thereof.

5.9. Demised of **Samarendranath Saha** : While seized and possessed of the said plot of land measuring 05 Cottahs equivalent to 08 Decimals more or less, the said **Samarendranath Saha** died on 17/11/2012 intestate leaving behind his wife namely Smt. Gitarani Saha, one son Shri Subir Saha and one daughter Smt. Sujata Chandra as his legal heirs to his estate and they become the owners of said land in terms of the Hindu Succession Act. 1956 and/or by virtue of inheritance from their husband and father respectively absolutely free from all encumbrances whatsoever.

5.10. Sell by (1) **Smt. Gitarani Saha**, (2) **Shri Subir Saha**, and (3) **Smt. Sujata Chandra** : While seized and possessed of the said plot of land, the said (1) Smt. Gitarani Saha, wife of late Samarendranath Saha (2) Shri Subir Saha, son of late Samarendranath Saha and (3) Smt. Sujata Chandra, Daughter of late Samarendranath Saha all resident of 130, Main Road (East), P.O. New Barrackplur, P.S. Ghola, District North 24 Parganas, Kolkata- 700 131 jointly referred therein as the Vendors sold transferred and conveyed their right title and interest of said rayat dakhali bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** vacant bastu land comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130, Ward No. 01, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas to (1) **Swapan Das** son of Late Upendra Nath Das, resident of 242, S.N. Banerjee Road, P.O. New Barrackpore, P.S. Ghola now P.S. New Barrackpur, Kolkata-700 131, District- North 24 Parganas and (2) **Bivash Baran Dey** son of Late Mrinal

Kanti Dey, resident of Rabindrapally, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700 130, District- North 24 Parganas, jointly referred therein as the Purchasers, by a registered Deed of Sale (bengali language- Suff Bikray Kobala) registered at the office of the District Sub-Registrar-I North 24 Parganas Barasat and recorded in Book No. I, Volume No. 1501-2020, Pages from 37181 to 37219, Being No. 150100935 in the year 2020 registered on 03/02/2020 which executed on 24/01/2020 against valuable consideration mentioned thereon.

5.11. **L.R. Record by Swapan Das and Bivash Baran Dey** : While seized and possessed of the said plot of said land by virtue of above purchase, the said **Swapan Das** duly recorded his name in respect of land measuring 1 (one) Cottah 12 (twelve) Chittacks as ½ share out of said 3 Cottahs 8 Chittacks to the BL & LR office in L.R. Settlement Record of Rights being **L.R. Khatian No. 2120** comprised in L.R. Dag No. 1572 and **Bivash Baran Dey** duly recorded his name in respect of land measuring 1 (one) Cottah 12 (twelve) Chittacks as ½ share out of said 3 Cottahs 8 Chittacks to the BL & LR office in L.R. Settlement Record of Rights being **L.R. Khatian No. 2128** comprised in L.R. Dag No. 1572, as absolute owners and possessors thereof and thereafter they have mutated their names to the New Barrackpur Municipality being new Municipal Holding No. 130/1 also, and thereafter they made thereon 200 sft. tiles shaded cement flooring rooms for their residential purpose.

5.12. **Sell by Swapan Das and Bivash Baran Dey** : While seized and possessed of the said property the said (1) **Swapan Das** son of Late Upendra Nath Das, resident of 242, S.N. Banerjee Road, P.O. New Barrackpore, P.S. Ghola now P.S. New Barrackpur, Kolkata- 700 131, District- North 24 Parganas, West Bengal and (2) **Bivash Baran Dey** son of Late Mrinal Kanti Dey, resident of Rabindrapally, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700 130, District- North 24 Parganas, West Bengal, jointly sold transferred and conveyed their right title and interest of said plot of bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** with tiles shaded rooms measuring 200 sft. more or less comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under

present **L.R. Khatian Nos. 2120 & 2128** which comes from previous L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130/1, Ward No. 01, within the jurisdiction of within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas to (1) **Smt. Jasbinder Kour** wife of Sri Aniruddha Sinha and (2) **Sri Aniruddha Sinha** son of Sri Ashutosh Sinha, both permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas (the **OWNERS** herein) referred therein as the Purchasers, by a registered **DEED OF CONVEYANCE**, registered at the office of the A.R.A.-I, Kolkata and recorded in Book No. I, Being No. **190103061** in the year 2022 on 04/04/2022 against valuable consideration mentioned thereon.

5.13. Owners of (1) **Smt. Jasbinder Kour** and (2) **Sri Aniruddha Sinha** : By virtue of above purchase, the said land Owner Nos. 1 & 2 herein are jointly seized and possessed of the said bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** with tiles shaded rooms measuring 200 sft. more or less comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under present **L.R. Khatian Nos. 2120 & 2128** which comes from previous L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130/1, Ward No. 01, within the jurisdiction of within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas.

5.14. **Development Agreement and Development Power of Attorney executed and registered by Land owner Nos. 2 & 3** : With a view to develop the said land by raising construction of a multi storied building, the said land owner Nos. 2 & 3 entered into one **DEVELOPMENT AGREEMENT** with the present Developer which registered at the office of the Addl. Registrar of Assurances-I Kolkata and recorded in Book No. I,

Volume No. 1901-2022, Pages from 204882 to 204913, **Being No. 190103247 for the year 2022** on 09/04/2022 and subsequently they empowered to said Developer by a registered **Development Power of Attorney**, registered at the office of the Addl. Registrar of Assurances-I Kolkata and recorded in Book No. I, Volume No. 1901-2022, Pages from 2052722 to 205291, **Being No. 190103261 for the year 2022** on 09/04/2022 for such constructions of multi storied building and given power to sell the developer's allocation on their behalf as their constituted attorney.

5.15. **Amalgamation** : Thereafter the said land owner Nos. 1 to 3 amalgamated the said land into one single plot and after amalgamation, the said land comes as land area total **9(nine) Cottahs 3 (three) Chittacks 4(four)) Sft.** more or less comprised in C.S. & R.S. Dag Nos. 200 & 205 corresponding to **L.R. Dag Nos. 1572 & 1588**, under present **L.R. Khatian Nos. 2120, 2128, 1247**, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, and the New Barrackpur Municipality issued new and **fresh Municipal Holding No. 146**, Ward No. 01, PIN- 700131, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas, State – West Bengal more fully and particularly described in the **SCHEDULE- A** hereunder written and hereinafter for the sake of brevity be referred to as the **“SAID LANDED PROPERTY”**, free from encumbrances;

5.16. **Sanction Building Plan**: The said Developer/land owner obtained building sanctioned plan from the Authority Concern being Plan sanction No. _____ dated _____.

6. Construction of building namely – “URBAN ENCLAVE”.

6.1. **Construction of Building** : On the basis of the aforesaid sanction plan, the Developer, constructed the said multi storied building consisting various Blocks on the said plot of land mentioned in the First Schedule hereunder written.

6.2. **Land Share** : Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the said flat (**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.

6.3. **Share in Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said building is attributable to the said flat (share in common portions), the said common areas, amenities and facilities being described in the Third Schedule below (collectively **common portions**).

7. **Desire of purchase & Acceptance :**

7.1.1. **Desire of Purchaser/s for purchasing a Flat and Car Parking Space from Developer's Allocation** : The present Purchaser/s inspected title deed, development agreement, registered General Power of Attorney, Building sanctioned plan and other related documents in respect of the said flat and car parking space and its related Block of the said building including its amenities and facilities and areas and satisfied **himself /herself/themselves** in regards thereto and approached to the Developer to purchase the said property from the Developer's Allocation, together with land share and share in common portion.

7.1.2. **Agreement for Sale between Purchaser and the present Developer:** The Developer with a view to sell and the Purchaser with a view to purchase the said flat and car parking space (i.e. property) they have entered into an Agreement for Sale on _____.

7.2. **True and Correct Representations** : The owner and the developer are the absolute and undisputed owners of the said property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.

8. **Representations, Warranties and Covenants regarding encumbrances** : The Owner/s and the Developer represent, warrant and covenants regarding encumbrances as follows :

8.1. **No Acquisition/Requisition** : The Owner/s and the Developer have not received any notice from any authority for acquisition, requisition or vesting of the said property and declare that the said property is not affected by any scheme of the Municipal Authority or Government or any Statutory Body.

8.2. **No Encumbrances by Act of Owner and Developer** : The Owner and Developer 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 Property (Flat and car parking space) or any part thereof can or may be impeached, encumbered or affected in title.

8.3. **Right, Power and Authority to Sell** : The Owner and Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Property to the Purchaser.

8.4. **No Dues** : No tax in respect of the said Flat is lying due in the **New Barrackpur Municipality** and/or any other authority or authorities and no Certificate Case is pending for realization of any taxes from the Owner and the Developer.

8.5. **No Mortgage** : No mortgage or charge has been created by the Owner and the Developer by depositing the title Deed/s or otherwise over and in respect of the said property or any part thereof.

8.6. **No Personal Guarantee :** The said property is not affected by or subject to any personal guarantee for securing any financial accommodation.

8.7. **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Developer, Owners and confirming party from selling, transferring and/or alienating the said flat or any part thereof.

9. **Transfer :**

9.1. **Hereby Made :** The Owner and Developer hereby sell, convey and transfer to the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID PROPERTY** more fully described in the Second Schedule hereinafter written together with proportionate undivided share of land and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (said **common portion**) in the said building, described in **Third Schedule** hereinafter written and demarcated **Floor Plan** of the flat is attached herewith.

10.2. **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs. _____ (Rupees _____)** only [i.e. cost of Flat is Rs. _____ and Cost of Car Parking space is Rs. _____] paid by the Purchaser to the **Developer, and the Developer received and acknowledged the same from the Purchaser** as per **Memo of Consideration** hereunder written admit and acknowledge.

11. **Terms of Transfer :**

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

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

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

11.1.3. **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, vesting and liabilities whatsoever.

11.2. **Subject to** : The transfer being effected by this **Conveyance** is subject to :-

11.2.1. **Indemnification** : Indemnification by the Owner, Developer about the correctness of their title and authority to sell and this conveyance is being accepted by the Purchaser on such express indemnification by the Owner & , Developer about the correctness of the Owner's and Developer's title and the representation and authority to sell, which if found defective or untrue at any time, the Owner/Vendor & Developer shall at their costs, risk and responsibility, forthwith take all necessary steps to remove and/or rectify the same lawfully.

11.2.2. **Transfer of Property Act.** : All obligations and duties of Vendor, Developer and Purchaser as provided in the **transfer of property Act. 1882** save as contracted to the contrary hereunder.

11.3. **Delivery of Possession** : Khas, vacant and peaceful possession of the said Property has been handed over by the Vendor & Developer to the purchaser, which the Purchaser admits, acknowledges and accepts.

11.4. **Outgoings** : All statutory revenue, cess, taxes, surcharges, outgoing and levies of or on the said property, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Vendors, Developer with regard to which the Vendors and the Developer hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

11.5. **Holding Possession :** The Vendor, Developer hereby covenant that the Purchaser and their respective 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 Property 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors, Developer lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors, Developer.

11.6. **No Objection to Mutation :** The Vendor & Developer hereby declare that the purchaser can fully be entitled to mutate her name in all records of the concerned authority including **New Barrackpur Municipality** and to pay taxes and all other impositions in their own name. The Vendor and the Developer undertake to co-operate with the Purchaser in all respect to cause mutation of the said Flat in the name of the purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

11.7. **Further Acts :** The Vendor and Developer hereby covenant that the they or their legal heirs will from time to time and at all times hereafter, upon every request and costs of the Purchaser and/or her/his 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 by taking full consent of the Purchaser/s.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

(Description of land with building)

ALL THAT piece and parcel of a plot of bastu land measuring an area of total **9(nine) Cottahs 3 (three) Chittacks 4(four)) Sft.** more or less comprised in C.S. & R.S. Dag Nos. 200 & 205 corresponding to **L.R. Dag Nos. 1572 & 1588**, under present **L.R. Khatian Nos. 2120, 2128, 1247**, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, new and fresh Municipal **Holding No. 146**, Ward No. 01, PIN- 700131, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, local area/road- **Haripada Biswas Sarani**, now A.D.S.R. office Sodepur, in the District of North 24 Parganas, State – West Bengal and the said land is butted and bounded as under :

ON THE NORTH BY : Land and House of Gitarani Saha and others
and 8'- 0" wide common passages.

ON THE SOUTH BY : Sitalatala Road (Main Road East) Aprox. **27'- 0"** wide

ON THE EAST BY : Landed property of Manjurani Das and approx. 9'-6"
wide Municipal Road

ON THE WEST BY : Landed property of Tapan Roy & Sandhya Sarkar.

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

(Residential Unit/Flat and Car Parking Space hereby SELL)

ALL THAT (i) one residential tiles/marble flooring Unit/Flat No. _____, on the _____ **Floor**, admeasuring and/or having Carpet area _____ **Square Feet** more or less which super built up area of _____ Square Feet more or less and (ii) One cement flooring **Closed/ Covered /Open (open to sky) Car Parking Space**, measuring _____ Square feet more or less on the **Ground Floor** both of the G+IV storied Building known as '**URBAN ENCLAVE**', lying and situate at **AHARAMPUR**, J.L. No. 35, under New Barrackpur Municipality, Municipal **Holding No. 146**, Ward No. 01, PIN- 700131, District of North 24 Parganas together with common areas and facilities of the said building along with undivided proportionate interest or share of the said land described in the First Schedule hereinabove written.

For greater clearance, floor plan/s is/are annexed herewith marked as **RED** border which will be treated as a part of this Indenture.

THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

(Common Portions)

1. Under Ground Water Tank: As per specification one number of underground water tank to be provided.
2. Overhead water tank: One sufficient capable overhead water tank will be provided with supply of water line to all flat and common space with one electric motor with pump for lifting of water from underground reservoir to overhead tank. One Deep Tube-well will be provided.
3. Underground Septic Tank: As per specification underground septic tank will be provided.

4. Pump Room: Water Motor Pump to be cover with iron grill gate for safety.
Power supply and Meter space – Adequate power supply to be arrange and Meter space duly covered to be provided.

(5) Corridor

(6) Staircase

(7) **Lift**

(8) Ultimate Roof

Amenity and Services:-

1. Generator Power Back Up
3. CC TV_ Camera
4. Automatic Lift

FOURTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Complex, the Said Complex, the road network, STP etc.

3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in 3rd Schedule herein in respect of the Said Complex [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
6. **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Complex **save** those separately assessed on the **Purchaser/Allottee**. Common Expenses to be borne by each Co-Owner of the building for Care taker Room and W.C
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
8. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Rights and obligations of the Purchaser/s)

Absolute User Right :

The purchaser shall have full, complete and absolute rights of use in common with the other owners and/occupiers of the different flat of the building:

1. The Common areas and amenities as described in the third Schedule herein before.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchaser shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
3. 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 purchaser shall have the right of digging, inserting and for fixing plus and supporting clumps in all portions of the said property provided always that the purchaser shall restore forthwith such dug up holes or excavations at her own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said flat in any part of the said flat provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating his/her name as owner of the said property in the records of the Government or local Authority and/or have the said flat separately numbered.

6. Absolute proprietary rights such as the Vendor/developer derives from their title save and except that of demolishing or committing waste in respect of the flat described in the schedule in any manner, so as to effect the vendor or other co-owners who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
7. Sell, mortgage, lease or otherwise alienate the flat and car parking space hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the flat hereby purchased.

Obligations :

1. The Purchaser shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.
2. The Purchaser shall not store any rubbish or any other things in the stair case not to then common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
3. The Purchaser shall not make any additions and alterations in the Flat whereby the main building may be damaged, but the purchaser shall be entitled to erect wooden partition in the flat for the purpose of her family requirement.
4. The Purchaser shall also pay his/her/their proportionate share for insurance of the building for earthquake, fire, mob, violence and common as decided by the members of the Society with all required proposal and consent.

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.

As Constituted Attorney of
(1) **TARUN ROY**
(2) **SMT. JASBINDER KOUR** and
(3) **SRI ANIRUDDHA SINHA**
SIGNATURE OF THE OWNER/VENDOR

2.

SIGNANTURE OF THE DEVELOPER/VENDOR

SIGNANTURE OF THE PURCHASER

Deed Drafted and prepared by:

(As per instructions of all the parties)

(**SHAIKH SELIM ALI**)

Advocate

Enrol. No. : F/1131/978/2016

Judges' Court, Barasat, 24 Parganas (N)

Mob. : 7980857969

Composed by:

(Rahamat Shaikh)

A.D.S.R. Office – Bidhannagar Kolkata-91

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Purchaser, a sum of **Rs. _____ (Rupees _____)** **only** being the full consideration money of Second Schedule mentioned property together with common areas and facilities of the building along with undivided proportionate interest or share on the land and payment as per memo below.

MEMO

Mode of payment	Date	Payment Details	Amount(Rs.)

Rs.

(Rupees _____)

W I T N E S S E S:

1.

SIGNATURE OF THE DEVELOPER

2.