

DEED OF CONVEYANCE

THIS INDENTURE is made on this day of20-
---, Two thousand Twenty Three BETWEEN

“URBAN HI-BREED FARM LIMITED,” a Limited Company having its principal place of Business at 22, R.N. Mukherjee Road, 5th floor, P.S. Hare Street, Kolkata – 700001, (PAN AAACU4031E) represented by its Director SRI TUSHAR KANTI SEN, son of Nani Gopal Sen, residing at Ananda Niketan, P.O. Joka, D.H. Road, 24 Parganas South, P.S. Thakurpukur, Kolkata – 700104, (PAN-ALOPS2468M) and Aadhaar No.8881 0936 0495 hereinafter called and referred to as the ‘OWNER’ (which terms and conditions shall excluded by or repugnant to the subject and context be deemed to mean and include its successors in office, legal representatives, administrators and assigns) of the FIRST PART.

A ND

1. MR. -----
----- and 2. MRS. -----

By Nationality Indian both are residing at -----

----- hereinafter called the “PURCHASERS“ second party (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, successors executors administrators, representatives and assigns) of the SECOND PART .

AND

M/S SUBHAM CONSTRUCTION, a proprietorship firm, having its office at 13, Rifle Range Road, Kolkata - 19, P.S. Karaya, (PAN.- ADBPG2267R) represented by its proprietor SRI DEBASISH GHOSH son of Late Ramani Mohon Ghosh by faith Hindu by occupation Business, residing at 117A/62, Sarat Ghosh Garden Road, P.S Kasba, Kolkata- 700031, (PAN.- ADBPG2267R and Aadhaar No 3449 8077 8176) hereinafter called and

referred to as the Developer confirming party (which expression shall unless excluded by or repugnant to the context shall include his heirs, executors, successors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS 1. Smt. Malina Bhowmick wife of Late Tarapada Bhowmick since deceased, 2. Sri. Biswanath Bhowmick son of Late Tarapada Bhowmick and 3. Smt. Kamala Rani Bhowmick daughter of Late Tarapada Bhowmick, jointly were absolute owner of the said property mentioned above, and mutated their names in the records of the Kolkata Municipal Corporation.

AND WHEREAS said 1. Smt. Malina Bhowmick died intestate on 29-05-2000 leaving behind her son Sri. Biswanath Bhowmick and daughter Smt. Kamala Rani Bhowmick as her legal heirs and successors on the said property.

AND WHEREAS said Sri. Biswanath Bhowmick and Smt. Kamala Rani Bhowmick jointly became the owner of the said property and each of them are entitled to 50% share on the said property.

AND WHEREAS said Sri. Biswanath Bhowmick and Smt. Kamala Rani Bhowmick jointly by deed of sale dated 11-03-2011, registered at the office of the ADSR Sealdah and recorded in book No.-1, CD Volume No.2, Pages 2263 to 2281, Being No. 00613 for the year 2011, Sold transfer and convey the said plot of land, measuring an area about 5 Cottahas 1 Chittaks and 5 Sft be the same a little more or less comprised in Mouza Garfa, lying situated at premises No.68, Purbachal Main Road, Kolkata- 78. more fully mentioned in the schedule written herein below in favour of "URBAN HI-BREED FARM LTD," a Limited Company incorporated under the companies Act, having its principal place of Business at 22, R.N. Mukherjee Road, 5th floor, P.S. Hare Street, Kolkata – 700001, here in the party of the first part.

AND WHEREAS said “URBAN HI-BREED FARM LTD,“ the party of the first part herein became the absolute owners of the said plot of land at measuring an area 5 Cottahas 1 Chittaks and 5 Sq. ft marked as Plot No.3, Premises No.68, Purbachal Main Road, Kolkata- 78.

AND WHEREAS said “URBAN HI-BREED FARM LTD,“ the party of the first part herein mutated their names in the records of Kolkata Municipal Corporation, being premises No.68/1, Purbachal Main Road, Kolkata- 78.

AND WHEREAS said “URBAN HI-BREED FARM LTD,“ the first part herein being the absolute owners of the said plot of entered in to a fresh development agreement with the developer on 30-12-2020, duly registered at the office of the D.S.R.-IV, South 24 Parganas and recorded in Book No.I, Volume No.1604-2021, Pages from 117459 to 117495, Being No.160401934 for the year 2021.

AND WHEREAS said developer started the construction of the multi storied building on the said plot of land at Premises No.68/1, Purbachal Main Road, Kolkata- 78. more fully mentioned in the schedule- 1, written herein below in terms of the building Plan (B.P. No.2018120290 dated 20-02 -2019 duly sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the Developer announces to sell the flats and the Purchaser/s are agree to purchase one flat in the said area and approached the Vendor for purchasing one flat on the said building

AND WHEREAS the Vendor / Developer herein agree to sell and the Purchaser/s have agreed to purchase one flat (Flat No-----) on the ----- --floor of the building measuring a Super Built Up Area ----- Sq. Ft.

approx containing three bed rooms, one Living cum dining place, one toilet, one W.C, two Balconies, and one Kitchen along with one car parking space in the ground floor (C.P. No.-----) measuring an area ----- sq. ft. together with undivided proportionate share of land on which the building is erected, more fully mentioned in the Schedule –II written here in below at and for a total price of Total: Rs.000000,000/= (Rupees -----only).

AND WHEREAS the Purchasers were entered in to a sale agreement with the Developer to purchase one flat (Flat No. -----) on the ----- floor of the building together with one car parking space (C.P. No. -----) in the ground floor of the building measuring an area ----- sq. ft. and the said sale agreement dated -----, was duly registered at the office of the A.D.S.R. Sealdah, and recorded in Book No.1, Volume No.1606-2022, Pages from -----to -----, Being No.----- for the year of 20----- and required stamp duty on market value has already been paid.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs---00,000/= (Rupees ----only). for one flat (Flat No. -----) on the -----floor of the building together with one car parking space in the ground floor (C.P. No---) of the building more fully and particularly described in the Second Schedule written hereunder paid by the Purchasers to the Vendor/Developer on or before the execution of these presents (the receipt whereof the Developer doth hereby as well as by the receipt hereunder admit and acknowledge and of and from the same and every part thereof). AND THAT the Developer and the Vendor doth hereby acquit discharge forever release and exonerate the Purchasers and the Developer and the Vendor doth hereby sell grant, convey, transfer, and assign

unto the Purchasers ALL THAT the flat (Flat No. -----) on the -----floor of the building measuring a super built-up area of ----- sq. feet approx along with one car parking space in the ground floor (C.P. No.---) measuring an area ----- sq. ft. of the said building, more fully and particularly described in the Second Schedule hereunder written TOGETHER WITH undivided proportionate and impartible interest or share in the land underneath the said building along with share or interest in the Lift, staircase, landings, corridors, passages and all other common spaces in and around the said buildings and all amenities, liberties and facilities therein and the right of use of common passage and open space in the ground floor and roof as well as right of use of overhead and under ground tank, lights, motor pump gangways, liberties benefits, privileges, easements, etc. and upon whatsoever the said residential apartment and all THAT estate right, title and interest to claim and demand whatsoever of the Vendor in to or part thereof TOGETHER WITH copies of all deeds and muniment of title whatsoever in anywise exclusively relating to or any part thereof which now or hereafter shall or may be in the possession power and control of the Vendor and the Developer TOGETHER WITH the benefits of all covenants relating to any deed or title whatsoever in any way relating to the said land or any part thereof TO HAVE AND TO HOLD own and possess, their heirs, executors, administrators, representatives and assigns AND THAT NOTWITHSTANDING any act deed or things here to before done executed or knowingly suffered to the contrary Vendor and Vendor/Developer are now lawfully seized and possessed of the said residential flat free from all sorts of encumbrances, attachment or defect in title whatsoever and that Vendor and Developer have full power and absolute authority to sell the said flat and car parking space, free from all sorts of encumbrances, attachment or defect in title whatsoever and that Developer and Vendor have full power and absolute authority to sell the said residential flat along with the

proportionate undivided and impartible share and or interest in the land underneath the building in the manner aforesaid and the Purchasers shall and may at all times hereafter peaceably and quietly possess and enjoy the said apartment and receive rents issues and profits thereto and shall also be entitled to sell, mortgage, lease or otherwise alienate transfer the said flat and car parking space hereby conveyed without lawful interruption claim or demand whatsoever by the Vendor / Developer or any person lawfully or equitably claiming from or under in trust for them and FURTHER THAT the Developer and the Vendor and its successor in office, legal representatives, executors, administrators, and assigns covenant with the Purchasers their heirs, executors, administrators and assigns, to have harmless and keep indemnified the Purchasers and their heirs, executors, administrators, representatives and assigns from or against all encumbrances and charges whatsoever the Vendor and the Developer and their successors claiming through or under them or in trust shall at all times hereafter at the request of the Purchaser/s or their heirs, successors claiming through or under their or shall at all times hereafter at the request and cost of the Purchasers or their heirs, administrators and successors do and execute or cause to be done and executed all such further acts, deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said apartment and car parking space and every part thereof unto and to the use of the Purchasers.

A N D

1. That the Purchaser/s are agreeable to become a member of the Association or society to be formed amongst the other flat owners of the said building for the purpose of maintenance and repairing of the external portion of the building premises including roof, rain water and soil pipes and water pipes and electric wiring, water tank and all other common spaces and also agreeable

to bear the proportionate costs and expenses of the same to be decided by the said Association/ or Society to be formed.

2. That the Purchaser/s shall maintain and repair the internal portion of their flat in all respects at their own costs without the intervention of the Vendors and / or the said Association.

3. That the Purchaser/s will pay proportionate share of Municipal Tax, Government Rent and or other taxes if any from the date of taking over the possession of the flat and / or date of registration of the conveyance of the apartment if not assessed separately.

4. That the Purchaser/s shall not use the said flat in such manner which may cause annoyance or nuisance in the building nor shall he use the same for any illegal, immoral and / or for any purposes against the public policy.

5. That the rights and liability of the Purchasers in respect of the said flat are mentioned in the Third, Fourth and Fifth schedule written herein below.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area about 5 Cottahas 1 Chittaks and 5 Sq. ft. be the same a little more or less comprised in Mouza Garfa, (in R.S Dag No.1760/ 2428, Khatian 1342, 4 Cottahas 7 Chittaks and 19 Sq. ft. and in R.S Dag No 1761/2429, Khatian 1262, 9 chittaks and 31 Sq .ft.) be the same a little more or less Marked as Plot No.3. marked with red border (out of the total land 20 cottahs comprised in Mouza Garfa, R.S Dag No.1757/ 2427, 1760/2428,1761/2429 R.S. Khatian No.1186, 1342 & 1262,) lying and situated at Premises No.68/1, Purbachal Main Road, Kolkata-78. within the jurisdiction Kolkata Municipal Corporation, Municipal Ward

No.106 Assessee No.31-106162 685. P.S. Garfa, (previously P.S. Kasba) within the Jurisdiction of A.D.S.R. Sealdah, butted and bounded in the following manner:-

ON THE NORTH:	By Premises No, 20 Bidhan Road.
ON THE EAST:	By Premises No.48/2 Purbachal Main Road.
ON THE SOUTH:	By Land of 68, Purbachal Main Road
ON THE WEST:	By 14'-6''wide Road,&Premises No.895 Purbachal Main Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(Schedule of Flat)**

All that the self content finished flat (Flat No. -----) on the ----- floor of the building measuring a super- built-up area of ----- sq. feet approx containing -----bed rooms, one Living cum dining place, one toilets, one W.C, two Balconies, and one Kitchen along with one car parking space in the ground floor (C.P. NO.-----) measuring an area ----- sq. feet more or less lying, situated at Premises No.68/1, Purbachal Main Road, Kolkata- 78. together with all common areas facilities available in the building, together with the undivided proportionate share of land on which the building is erected mentioned in the Schedule –I written here in above.

THE THIRD SCHEDULE ABOVE REFERRED TO

Area and facilities to be held enjoyed and used by the Purchaser/s in common with all other owners and occupiers of different flat of the building.

1. That land described in the first schedule and all rights easements and appurtenances therein.

2. The foundation columns, beams, supports main walls, corridors, lobby, Stair, staircase, landings, entrances and exit from the building, the top roof of the building.
3. All installation of common services such as drainage sewerage pipes lines, electric wiring etc
4. Pump and motor for lifting water to the overhead reservoir on the top of the roof, pipes ducts and all apparatus and ducts and installations existing for common use including pump room.
5. Such other common facilities as may be provided in the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

Liabilities to be borne by the Purchasers in common with all the owners and occupiers of different flats etc

1. Proportionate share of all rents, rates taxes surcharges and levies which may from time to time be payable in respect of land comprised in the first schedule herein and or the building constructed thereon.
2. Proportionate share of all expenses of maintaining, repairing, redecorating the said building and in particulars the roof girders main walls main water pipe lines and also electric lines drainage system with the building entrance, passages staircase landings, opening and exits to and from the building and all other common facilities.
3. Proportionate cost of expenses of clearing and lighting the passages landings, staircase and other common parts of the building.

4. Proportionate share of all the cost of repairing, painting and decorating the exterior of the said building including the windows and fitting fixed on the outer walls.
5. Proportionate share of all the salaries of clerks, assistants, sweepers, watchman, electrician and other necessary staffs if required by the users and occupiers of different flats in the building for the common advantages of the flat owners and occupiers of the building.
6. The Proportionate share of all cost of arranging for electric supply, water supply, drainage and sewerage for the building.
7. Proportionate share of all other services charges for the building.
8. Proportionate share of all Premium payable for insurance's of the building if there be any.
9. All such other expenses as may be necessary for incidental maintenance and up keep the common areas and accessories, appertaining thereto in proportion with other Co-owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO

Mutual right and liabilities as between the Vendors, the confirming party, the Purchaser and other flat / room owners

1. That the flat /room / space owners of the said building and who amongst others would be entitled to install their antenna on the roof only.

2. That upon the flat being sold, the Purchaser along with the other flat owners shall constitute a society for the purpose of carrying out the management of the affairs of the said premises together with building and common areas and facilities supervision and maintenance of services, to make relation among the Purchaser of flats and to make disbursement as may be required and thereupon the Vendors and or the confirming party shall stand completely relieved from all responsibilities and obligations it is the said society which shall then be in complete control and management of the affairs of the said building.

3. The proportionate share of each of the Purchaser in the common areas and facilities as mentioned in the third schedule shall be fixed by the society on the basis of the area occupied by different owners in the said building.

4 That so long the different flats / portions of the said building, are not separately assessed for Municipal rates and taxes the Purchaser shall have to pay the proportionate share to all such rates and taxes and also all other rates and taxes and also to pay thereon if applicable and also all other rates and taxes relating to and / or concerning the said premises shall be paid to the Vendors so long as the Society is not formed and immediately upon the Society having been formed, the Society shall takeover the management of the said premises / building.

5. The Purchaser/s as well as the Purchaser of other flats and also the Vendors and the confirming party shall abide by all laws bye laws rules and regulations of the government, municipal corporation or any other authority or local body as also these which may be framed by the Society constituted by the Purchaser and different flat owners, in the premises and shall attend to and be responsible for observing bye-laws rules and / or regulations of the said society.

The Purchaser/s would follow and obey the regulation of the said Society. The Purchaser hereby covenant with the Vendors and / or with the confirming party that the Purchaser shall not use that the flat and or flats hereby conveyed to him and to be completed as aforesaid, for any illegal purpose or in a manner which may cause damages and / or inconvenience to the occupants of the building or to other flats / space owners or which may become nuisance and / or inconvenience to other occupants of the said building.

6. Each of the flat owners, confirming party, space owners and the Vendors shall immediately after formation of the Society by the members of the said building would sign on all papers and documents, and make payments and do all acts and things as may be necessary for the purpose and would be bound by the provision of the bye-laws of the Society and all decision of the board of management of the society.

7. That upon the formation of the said Society, the Society will look after the management and administration of the building and shall be entitled to receive and realize contributions from the flat owner / owners of space, towards meeting the liabilities and obligations as mentioned in the fourth schedule and shall pay and discharge all liabilities in respect of the said building, relating to common services, amenities facilities as mentioned in the third schedule.

8. The proportion in which the flat / owners / owner of the space are to contribute towards the liabilities and obligations mentioned in the fourth schedule shall be fixed by the society with right to alter the same from time to time according to necessity.

9. The society will frame bye - laws, rules and regulations for carrying on the management and administration as aforesaid and also for enforcing and giving effect to its decision and for realizing and receiving payments from the flat owners and space owners and for enforcing and compliance with their obligations.

10. The flat owners and the Vendors shall be bound from time to time and at all times to sign on all papers and documents and to do all acts deeds and things as the Society reasonably require to do for guarding the interest of the Society and the flat / owners, space owners, for the said premises and for the common areas facilities mentioned in the third schedule.

11. That the flat owners shall maintain the internal fitting and fixture of the flat at there own cost and also take proper care to protect the structure of the building.

12. That the flat owners, and / or space owners shall permit the society, and its supervisors, agents and workmen at all reasonable time to enter in to and upon the flat or any part thereof to view and examine the states and condition thereof and shall be liable to make repair within the reasonable time after getting the notice from the Society.

13 That the flat owners / space owners shall not use the flat / spaces for any purposes what so ever other than the purpose for which it has been purchased and they shall not use the same also in such manner which may cause nuisance and or annoyance to the occupiers and owners of the premises and shall not cause or cause to be done any trade or business which may be illegal under any law for the time being in force.

14. That the flat owners space owners shall not at any time demolish or damage to the flat nor shall make or cause to be made addition or alteration, which may prejudicially affect the safety and security of the building.

15. That the flat owners shall not throw or accumulate, dirt, rubbish or any other refuses in the compound or any other portion of the premises or building thereon.

16. That the flat owners shall not decorate the exterior portion of the flat in any manner other than agreed to in writing by the Society.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed out of their free will and word and fully understanding the contents hereof the month day and year first above written .
Signed sealed and delivered

In presence of :

Signature of Land Owner

Signature of Purchaser/s

Signature of Developer

Drafted by:-

MEMO OF CONSIDERATION

Received from the within named Purchasers the within mentioned sum of Rs.0000,000/= (Rupees ----- only).being the consideration paid by the Purchasers as per memo of consideration.

Date	Cheque No.	Bank	Amount
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Total Rs.000,000/= (Rupees ----- only).

Witness:

Signature.