

DEED OF CONVEYANCE

- 1. **Date :**
- 2. **Place : Kolkata**
- 3. **Parties :**

3.1 **KRISHNAM CONSTRUCTIONS [PAN : AAXFK6088K]**, a Partnership Firm, having its office address at Kundan Bhawan, 49/2B, Ram Dulal Sarkar Street, Ground Floor, P.O. Beadon Street, P.S. Girish Park, Kolkata - 700006, District - Kolkata, West Bengal, represented by its one of the Partner namely **GANESH SONALIA [PAN : BBHPS2045G], [AADHAAR NO. 277155694050] & [MOBILE NO. 9830154076]**, son of Late Murari Lal Sonalia, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 9/3C, Natural Heights, 137, V.I.P. Road, P.O. Airport, P.S. Baguiati, Kolkata - 700052, District North 24 Parganas, West Bengal, (by a resolution dated

Hereinafter called and referred to as the **"LANDOWNER/VENDOR/DEVELOPER"** (which 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 **ONE 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 -

3.2.1 [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 -

KRISHNAM CONSTRUCTIONS
Ganesh Sonalia
PARTNER

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

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

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

4. Subject Matter of Conveyance :

4.1 Transfer of Said Flat & Appurtenances :

4.1.1 Said Flat/Said Property : ALL THAT piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring (.....) **Square Feet be the same a little more or less of covered area corresponding to** (.....) **Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely "**KRISHNAM VILLA**", situated at Rajbanshi Para By Lane (Krishnapur), Christian Para, P.O. Krishnapur, P.S. Baguiati, Kolkata - 700102, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situate on the plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat/said property, lying in the said building [**SOLD PROPERTY/SAID PROPERTY**].

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS
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5.1 Representations and Warranties Regarding Title : The Landowner/Vendor/Developer has/have made the following representation to the Purchaser/s regarding title.

5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF KRISHNAM CONSTRUCTIONS, LANDOWNER/VENDOR/DEVELOPER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY AND SECOND SCHEDULE PROPERTY, AS IS UNDER :

- 5.1.1.1 **Absolute Ownership of Lila Sarkar under Deed No. 7784 for the year 1968** : One Lila Sarkar, wife of Deben Sarkar was the absolute owner of land measuring 9.50 (Nine Point Five Zero) Decimals more or less out of land measuring 11 (Eleven) Decimals more or less, comprised in C.S. Dag No. 6116 corresponding to R.S. Dag No. 4219, under C.S. Khatian No. 606, R.S. Khatian No. 186, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one (1) Chakaram Mondal & (2) Renupada Mondal, both sons of Madar Mondal, by the strength of a Registered Deed of Conveyance, registered on 25.10.1968, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 109, Pages 262 to 264, being Deed No. 7784 for the year 1968.
- 5.1.1.2 **Sale by the said Lila Sarkar to Amal Krishna Saha** : While in absolute possession and absolute ownership over the aforesaid property, the said Lila Sarkar, wife of Deben Sarkar sold, transferred and conveyed her aforesaid plot of land measuring 9.50 (Nine Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 6116 corresponding to R.S. Dag No. 4219, under C.S. Khatian No. 606, R.S. Khatian No. 186, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Amal Krishna Saha, son of Late Sachinath Saha, by the strength of a Registered Deed of Conveyance, registered on 22.01.1998, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 18, Pages 267 to 274, being Deed No. 667 for the year 1998.
- 5.1.1.3 **Absolute Ownership of Amal Krishna Saha under Deed No. 667 for the year 1998** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 667 for the year 1998, the said Amal Krishna Saha, became the absolute owner of the aforesaid plot of land measuring 9.50 (Nine Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 6116 corresponding to R.S. Dag No. 4219, under C.S. Khatian No. 606, R.S. Khatian No. 186, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.4 **Absolute Ownership of Deben Sarkar under Deed No. 4159 for the year 1969** : One Deben Sarkar, son of Late Panchanan Sarkar was the absolute owner of land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 6113 corresponding to R.S. Dag No. 4216, under R.S. Khatian No. 244, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the

District North 24 Parganas, by purchasing the same from one Joylal Mondal & Others, by the strength of a Registered Deed of Conveyance, registered on 26.12.1969, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. I, Volume No. 129, Pages 11 to 15, being Deed No. 4159 for the year 1969.

- 5.1.1.5 **Sale by the said Deben Sarkar to Nini Saha :** While in absolute possession and absolute ownership over the aforesaid property, the said Deben Sarkar, son of Late Panchanan Sarkar sold, transferred and conveyed his aforesaid plot of land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 6113 corresponding to R.S. Dag No. 4216, under R.S. Khatian No. 244, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Nini Saha, wife of Amal Krishna Saha, by the strength of a Registered Deed of Conveyance, registered on 22.01.1998, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. I, Volume No. 18, Pages 275 to 284, being Deed No. 668 for the year 1998.
- 5.1.1.6 **Absolute Ownership of Nini Saha under Deed No. 668 for the year 1998 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 0668 for the year 1998, the said Nini Saha, wife of Amal Krishna Saha, became the absolute owner of the aforesaid plot of land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 6113 corresponding to R.S. Dag No. 4216, under R.S. Khatian No. 244, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.7 **Absolute Joint Ownership of (1) Amal Krishna Saha & (2) Nini Saha under (1) Deed No. 667 for the year 1998 & (2) Deed No. 668 for the year 1998 :** Thus on the basis of the aforementioned two Registered Deeds of Conveyance, bearing (1) Deed No. 667 for the year 1998 & (2) Deed No. 668 for the year 1998, the said (1) Amal Krishna Saha & (2) Nini Saha, became the absolute joint owners of ALL THAT piece and parcel of land measuring 9.50 (Nine Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 6116 corresponding to R.S. Dag No. 4219, under C.S. Khatian No. 606, R.S. Khatian No. 186, AND ALSO land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 6113 corresponding to R.S. Dag No. 4216, under R.S. Khatian No. 244, in total danga land measuring 16.50 (Sixteen Point Five Zero) Decimals more or less, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

- 5.1.1.8 **Loan & Mortgage** : One M/s. Sristi Prakashan, represented by Amal Krishna Saha and Nini Saha, Borrowers, obtained a loan from Bank of Baroda, having its head office at Mandvi, Baroda and carrying on banking business amongst other place at its Park Circus Branch, 83, Linton Street, P.S. Beniapur, P.S. Linton Street, Kolkata - 700014, by mortgaging their aforesaid joint plot of land measuring 16.50 (Sixteen Point Five Zero) Decimals more or less, comprised in R.S. Dag Nos. 4219 & 4216, under R.S. Khatian Nos. 186 & 244, in Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.1.9 **Unable to Payment of Loan** : The said M/s. Sristi Prakashan, Borrower therein did not be able to repay the said loan to the said bank, Bank of Baroda, and in the light of the final decree under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (3 of 2002) (SARFAESI Act) and in exercise of the powers conferred under Section 13 read with Rule 12 of the Security Interest (Enforcement) Rules, 2002, the said Bank of Baroda took possession of the SAID PROPERTY of the Borrowers and issued a Sale Certificate dated 25.07.2006 which was subsequently rectified by a Rectified Sale Certificate dated 10.07.2016, in favour of the highest bidder in the auction, M/S. SURANA BUSINESS PRIVATE LIMITED, having its Registered Office at 5/1, Clive Row, Room No. 62, 3rd Floor, P.O. G.P.O., P.S. Hare Street, Kolkata - 700001, and the concerned bank handed over the physical possession as well as all the original documents relating to the property to the said M/s. Surana Business Private Limited. It is to be mentioned here that after receiving the sale certificate from the bank, the said M/s. Surana Business Private Limited duly recorded its name in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. AS/36/BL-KB/12-13 in Ward No. 35 (Krishnapur, Rajbanshi Para, Kolkata - 700102).
- 5.1.1.10 **Registered Deed of Indenture Executed by the said Bank of Baroda in favour of the said M/s. Surana Business Private Limited** : After issuing Sale Certificate in favour of the said M/s. Surana Business Private Limited, the said concerned Bank of Baroda, executed a Registered Deed of Indenture in respect of the aforesaid total plot of land measuring 9.50 (Nine Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 6116 corresponding to R.S. Dag No. 4219, under C.S. Khatian No. 606, R.S. Khatian No. 186, AND ALSO land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 6113 corresponding to R.S. Dag No. 4216, under R.S. Khatian No. 244, in total land measuring 16.50 (Sixteen Point Five Zero) Decimals more or less, in

Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat (now Baguiati), within the local limit of Rajarhat Gopalpur Municipality, having Holding No. AS/36/BL-KB/12-13 (AS/36/BTKB/12-13) in Ward No. 35 (Krishnapur, Rajbanshi Para, Kolkata - 700102), in the District North 24 Parganas, in favour of the said M/s. Surana Business Private Limited, which was registered on 22.05.2017, registered in the office of the Additional Registrar of Assurance-IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2017, Pages 171160 to 171184, being Deed No. 190404812 for the year 2017.

- 5.1.1.11 **Absolute Sole Ownership of M/s. Surana Business Private Limited under Registered Deed No. 190404812 for the year 2017** : Thus on the basis of the Sale Certificate issued by the concerned Bank of Baroda, and on the basis of the aforementioned Registered Deed of Indenture bearing Deed No. 190404812 for the year 2017, the said M/s. Surana Business Private Limited, became the absolute owner of the aforesaid ALL THAT piece and parcel of land measuring 9.50 (Nine Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 6116 corresponding to R.S. Dag No. 4219, under C.S. Khatian No. 606, R.S. Khatian No. 186, AND ALSO land measuring 7 (Seven) Decimals more or less, comprised in C.S. Dag No. 6113 corresponding to R.S. Dag No. 4216, under R.S. Khatian No. 244, in total land measuring 16.50 (Sixteen Point Five Zero) Decimals more or less, lying and situate at Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Rajarhat (now Baguiati), within the local limit of Rajarhat Gopalpur Municipality, having Holding No. AS/36/BL-KB/12-13 (AS/36/BTKB/12-13) in Ward No. 35 (Krishnapur, Rajbanshi Para, Kolkata - 700102), in the District North 24 Parganas.
- 5.1.1.12 **Sale by the said M/s. Surana Business Private Limited to the present Owner, Krishnam Constructions** : The said M/s. Surana Business Private Limited sold, transferred and conveyed its aforesaid property, i.e. **ALL THAT** piece and parcel of land measuring **16.50 (Sixteen Point Five Zero) Decimals be the same a little more or less**, comprised in C.S. Dag Nos. 6116 & 6113, **R.S. Dag Nos. 4219 & 4216**, under **R.S. Khatian Nos. 186 & 244**, lying and situate at **Mouza - Krishnapur**, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/36/BL-KB/12-13, in Ward No. 35, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 26 [Rajbanshi Para By Lane (Krishnapur), Christian Para, P.O. Krishnapur, Kolkata - 700102], in the District North

24 Parganas, to one Krishnam Constructions, Landowner herein, by the strength of a Registered Deed of Conveyance, which was registered on 24.02.2022, registered in the office of the A.D.S.R. Rajarhat New Town, and recorded in Book No. I, Volume No. 1523-2022, Page from 145129 to 145171, being Deed No.152303636 for the year 2022.

5.1.1.13 **Absolute Ownership of Krishnam Constructions under Deed No. 152303636 for the year 2022.** : Thus on the basis of the aforementioned Registered Deed Conveyance, bearing Deed No. 152303636 for the year 2022, the said Krishnam Constructions, Landowner herein, became the absolute owner of the aforesaid property, i.e. **ALL THAT** piece and parcel of land measuring **16.50 (Sixteen Point Five Zero) Decimals be the same a little more or less**, comprised in C.S. Dag Nos. 6116 & 6113, **R.S. Dag Nos. 4219 & 4216**, under **R.S. Khatian Nos. 186 & 244**, lying and situate at **Mouza - Krishnapur**, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/36/BL-KB/12-13, in Ward No. 35, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 26 [Rajbanshi Para By Lane (Krishnapur), Christian Para, P.O. Krishnapur, Kolkata - 700102], in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

5.1.1.14 **Municipal Record** : After having absolute possession and absolute ownership over the aforesaid property, the said Krishnam Constructions, Landowner herein, duly recorded and mutated its/their names in the record of the concerned Bidhannagar Municipal Corporation, having Holding No., in Ward No. 26.

5.1.1.15 **Conversion of Land** : While in absolute possession and absolute ownership over the aforesaid property, the said Krishnam Constructions, Landowner herein, duly applied before the concerned BL&LRO, Rajarhat, District North 24 Parganas, for conversion of the said land possessed by them from 'Danga' to 'Bastu', and the concerned authority duly converted the nature of the said land from 'Danga' to 'Bastu', vide Memo No. dated

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

5.1.2.1 **Sanction of Building Plan** : The said Krishnam Constructions, Landowner herein, duly sanctioned a building plan from the concerned Bidhannagar Municipal Corporation, in respect of the aforesaid property,

and which is morefully described in the First Schedule hereunder written, vide Sanctioned Building Plan/Permit No. dated

5.1.2.2 **Construction of Said Building** : On the basis of the aforementioned sanctioned building plan, the said Krishnam Constructions, Landowner/Developer herein, constructed a residential G+4 storied building namely "**KRISHNAM VILLA**" on the said plot of land, which is morefully described in the First Schedule hereunder written.

5.1.3 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION**

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5.1.3.1 **Desire of Purchaser/s for purchasing a Flat from the said Krishnam Constructions, Landowner/Developer herein** : The Purchaser/s herein perused and inspected Title Deeds, 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/themselves in regards thereto and approached to the said Krishnam Constructions, Landowner/Vendor/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 covered area corresponding to (.....) Square Feet be the same a little more or less of super built up area**, lying and situated in the building namely "**.....**", situated at Rajbanshi Para By Lane (Krishnapur), Christian Para, P.O. Krishnapur, P.S. Baguiati, Kolkata - 700102, District North 24 Parganas, West Bengal, morefully described in the Second Schedule hereunder written, lying and situated on the said plot of land which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said flat, lying in the said building [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.3.2 **Acceptance by Landowner/Developer** : The said Krishnam Constructions, Landowner/Vendor/Developer herein accepted the aforesaid proposal of the Purchaser/s herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.3.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs.....** (**Rupees**) **only**, and subsequently the Purchaser/s herein already paid the same to the said Krishnam Constructions, Landowner/Vendor/Developer herein, as per memo attached herewith.

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

5.1.4.1 **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.

5.1.4.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building 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 Landowner/Vendor/Developer represent, warrant and covenant regarding encumbrances as follows :

6.1 **No Acquisition/Requisition** : The Landowner/Vendor/Developer has/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 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 Landowner/Vendor/Developer has/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 Landowner/Vendor/Developer has/have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchaser/s herein.
- 6.1.3 **No Mortgage :** No mortgage or charge has been created by the Landowner/Vendor/Developer in respect of the Said Flat or any part thereof.
- 6.1.4 **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 Landowner/Vendor/Developer herein.
- 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 Landowner/Vendor/Developer 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 Landowner/Vendor/Developer herein, and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchaser/s based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has/have agreed to purchase the Said Flat from the Landowner/Vendor/Developer herein, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat on

8. **TRANSFER :**

- 8.1 **Hereby Made :** The Landowner/Vendor/Developer hereby sell, convey and transfer the Purchaser/s the entirety of its/their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY** 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, described and referred in the Part-II of the Third Schedule hereinafter written.

- 8.1.1 **Consideration** : The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees**) **only** paid by the Purchaser/s to the Landowner/Vendor/Developer herein, receipts of which the Landowner/Vendor/Developer hereby and by the Memo and Receipts hereunder written admits and acknowledges.

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 Landowner/Vendor/Developer about the correctness of its/their title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Landowner/Vendor/Developer about the correctness of its/their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor/Developer shall at the cost of the purchaser/s, forthwith take all necessary steps to remove and/or rectify.
- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowner/Vendor/Developer and the Purchaser/s 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 Landowner/Vendor/Developer to the Purchaser/s, which the Purchaser/s 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 Landowner/Vendor/Developer with regard to which the Landowner/Vendor/Developer hereby indemnify and agree to keep the Purchaser/s fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowner/Vendor/Developer hereby covenant that the Purchaser/s and his/her/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 Purchaser/s, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor/Developer or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor/Developer.
- 9.2.6 **No Objection to Mutation** : The Landowner/Vendor/Developer declare that the Purchaser/s can fully be entitled to mutate his/her/their names in the record of the concerned Bidhannagar Municipal Corporation and/or any other respective authority/authorities and to pay tax or taxes and all other impositions in his/her/their own names. The Landowner/Vendor/Developer undertake to co-operate with the Purchaser/s in all respect to cause mutation of the Said Flat in the name of the Purchaser/s and in this regard shall sign all documents and papers as required by the Purchaser/s.
- 9.2.7 **Further Acts** : The Landowner/Vendor/Developer hereby covenant that the Landowner/Vendor/Developer 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 purchaser/s and/or his/her/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 Land & Premises]

ALL THAT piece and parcel of a demarcated plot of Bastu land measuring **16.50 (Sixteen Point Five Zero) Decimals** be the same a little more or less, lying and

situated at **Mouza - Krishnapur**, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), comprised in C.S. Dag Nos. 6116 & 6113, **R.S. Dag Nos. 4219 & 4216**, under **R.S. Khatian Nos. 186 & 244**, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/36/BL-KB/12-13, in Ward No. 35, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No., in Ward No. 26 [Rajbanshi Para By Lane (Krishnapur), Christian Para, P.O. Krishnapur, Kolkata - 700102], in the District North 24 Parganas, in the State of West Bengal. The said total plot of land is butted and bounded as follows :

- ON THE NORTH : By 24 ft. Wide Road [Rajbanshi Para By Lane (Krishnapur)].
- ON THE SOUTH : Partly by Land comprised in R.S. Dag No. 4215 and Partly by Land comprised in R.S. Dag No. 4217.
- ON THE EAST : Partly by remaining portion of Land comprised in R.S. Dag No. 4219 and partly by land comprised in R.S. Dag No. 4215.
- ON THE WEST : Partly by Land comprised in R.S. Dag No. 4217 and partly by Land comprised in R.S. Dag No. 4218.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property/Said Property]

[Description of Flat]

ALL THAT piece and parcel of one independent and complete Vitrified Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring (.....) **Square Feet be the same a little more or less of covered area corresponding to** (.....) **Square Feet be the same a little more or less of super built up area**, consisting Bed Rooms, One Drawing-cum-Dining, One Open Kitchen, Toilets & Balcony, lying and situated in the said building namely ".....", situated at Mouza - Krishnapur, J.L. No. 17, Re. Sa. No. 180, Touzi No. 228/229, Pargana - Kalikata, P.S. Baguiati (formerly Rajarhat), comprised in C.S. Dag Nos. 6116 & 6113, R.S. Dag Nos. 4219 & 4216, under R.S. Khatian Nos. 186 & 244, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. AS/36/BL-KB/12-13, in Ward No. 35, presently within the local limit of Bidhannagar Municipal Corporation, having Holding No., in Ward No. 26 [Rajbanshi

Para By Lane (Krishnapur), Christian Para, P.O. Krishnapur, Kolkata - 700102], in the District North 24 Parganas, in the State of West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartiable share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except 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. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.

- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.
- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.

9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchaser/s]

Absolute User Right :

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

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
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 purchasers 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 purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
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 property described in schedule in any manner, so as to effect the vendor/developer 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, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Obligations :

1. The purchaser/s 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/s shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
3. The purchaser/s shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser/s shall be entitled to erect wooden partition in the said flat for the purpose of his/her family requirement.
4. The purchaser/s shall also pay his/her/their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes,

- drains, wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.
3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
 4. The right of the enjoyment of the other parts of the building.
 5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
 6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The co-owners of the flats shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser/s fulfilling his/her obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchaser/s or otherwise after adjusting all amounts his/her remaining due and payable by the purchaser/s and the amounts so transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.
3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendor/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

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.

KRISHNAM CONSTRUCTIONS


KRISHNAM CONSTRUCTIONS
 REPRESENTED BY ITS PARTNER
 GANESH SONALIA
Landowner/Vendor/Developer

Purchaser/s

MEMO OF CONSIDERATION

Received with thanks from the above named purchasers, a sum of
 Rs..... (Rupees) only

towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchasers.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
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Witnesses :-

1.

2.

KRISHNAM CONSTRUCTIONS

Ganesh Sonalia
PARTNER

KRISHNAM CONSTRUCTIONS
REPRESENTED BY ITS PARTNER
GANESH SONALIA
Landowner/Vendor/Developer

DATED THE DAY OF 2023

DEED OF CONVEYANCE

BETWEEN

Krishnam Constructions
Landowner/Vendor/Developer

Purchasers

Drafted By
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