

VRISA CONSTRUCTION PVT. LTD.



Managing Director

DEV-SV-VC-3-DOC-FL- - - -

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on
this _____ day of _____,
2024 (Two Thousand Twenty-Four).

B E T W E E N

Contd..... P/2

[1] **MR. GOPAL PODDAR**, son of Late Biswanath Poddar, [having **PAN : AFCPP9689M**], [having **Aadhaar No : 3271 3429 7139**], [having **Voter Epic No : NAM1684570**], by Nationality-Indian, by Faith-Hindu, by Occupation-Business, residing at 13, Salkia School Road, P.O.-Salkia, P.S.-Golabari, Pin-711106, in the District of Howrah, in the state of West Bengal, India,

[2] **MR. BINOD KUMAR PODDAR**, son of Late Biswanath Poddar, [having **PAN : AEVPP6728D**], [having **Aadhaar No : 7596 9161 9361**], [having **Voter Epic No : WB/24/162/321337**], by Nationality-Indian, by Faith-Hindu, by Occupation-Business, residing at 13, Salkia School Road, P.O.-Salkia, P.S.-Golabari, Pin-711106, in the District of Howrah, in the state of West Bengal, India,

[3] **MR. RAJESH KUMAR PODDAR**, son of Late Biswanath Poddar, [having **PAN : AFHPP9209G**], [having **Aadhaar No : 9333 3667 3121**], [having **Voter Epic No : CHX2938462**], by Nationality-Indian, by Faith-Hindu, by Occupation-Business, residing at 13, Salkia School Road, P.O.-Salkia, P.S.-Golabari, Pin-711106, in the District of Howrah, in the state of West Bengal, India,

[4] **MR. SUNDIP KUMAR PODDAR**, son of Late Biswanath Poddar, [having **PAN : AFGPP3048E**], [having **Aadhaar No : 6792 0179 0715**], [having **Voter Epic No : WB/24/162/321338**], by Nationality-Indian, by Faith-Hindu, by Occupation-Business, residing at 13, Salkia School Road, P.O.-Salkia, P.S.-Golabari, Pin-711106, in the District of Howrah, in the state of West Bengal, India,

represented by their constituted attorney namely **SRI. SANKAR ADAK**, [having **PAN : AFLPA1355E**], [having **Aadhaar No : 8104 2895 0318**], son of Late Basanta Kumar Adak, by Nationality-Indian, by Faith-Hindu, by Occupation-Business, residing at Kaikhali, Chiriamore (Shibtala), P.O.-R.Gopalpur, P.S.-Airport, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India, by virtue of a registered Power of Attorney dated 6th day of May, 2022, registered in the office of A.R.A.-II, Kolkata and the same was recorded in Book No.I, Volume No.1902-2022, Pages from 209422 to 209460 being Deed No.190204974 for the year 2022,

hereinafter collectively called and referred to as the **"OWNERS/VENDORS"**, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

AND

"VRISA CONSTRUCTION PRIVATE LIMITED" [having **PAN : AAGCV4747E**], [CIN : **U45309WB2018PTC226645**] a Private Limited Company, registered under the Companies Act, 2013, having its registered office at Kaikhali Madhyapara, near Kaikhali Shib Sitala Mandir, P.O. & P.S.-Airport, Kolkata-700052, in the District of North 24-Parganas, in the state of West Bengal, India,

represented by its **Managing Director** namely **SRI. SANKAR ADAK**, [having **PAN : AFLPA1355E**], [having **Aadhaar No : 8104 2895 0318**], [having **DIN No : 01368865**], son of Late Basanta Kumar Adak, by Nationality-Indian, by Faith-Hindu, by Occupation-Business, residing at Kaikhali, Chiriamore(Shibtala), P.O.-R.Gopalpur, P.S.-Airport, Kolkata-700136, in the District of North 24 Parganas, in the state of West Bengal, India,

hereinafter called and referred to as the **"DEVELOPER"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its director,

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Sankar Adak

Managing Director

successors-in-interest, successors-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

MR./MRS./MISS. _____, [having **PAN** : _____], [having **Aadhaar No** : _____], son of _____, by Nationality-Indian, by Faith-Hindu, by Occupation-Service, residing at _____, P.O.-_____, P.S.-_____, Kolkata-_____, in the district of North 24 Parganas, in the state of West Bengal, India.

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

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

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS :-

Subject Matter of Conveyance :

Transfer of Residential Unit/Flat and Appurtenances : ALL THAT One independent and complete self-contained **Residential Unit/Flat** bearing **Flat No.**“_____”, on the _____ **Floor** (_____ **side** facing), having super built up area of _____ **Sq.Ft.** (Carpet area about _____ **Sq.Ft.**), more or less, comprised with Bed Rooms, Open Kitchen, Drawing-cum-Dining, Baths and Privies, Balcony, [**Floor Type : Tiles**], lying and situate in the Building/Project namely **“VRISA ENCLAVE-II”**, lying and situated at **Reckjoani, P.S.-Rajarhat, Kolkata-700135**, in the District of North 24-Parganas, in the state of West Bengal, India, morefully described in the **Third 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 property lying in the said building/project more fully described in the **Second Schedule** hereunder written [**SOLD PROPERTY/SAID PROPERTY**].

Land Share : Undivided, proportionate, impartible and variable share in the land comprised in the Said Property as is attributable to the Said Unit/Flat morefully described in the **First 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 Unit/Flat bear to the total super built-up area of the Said Building/Project.

Share in Common Portions : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Project is attributable to the Said Unit/Flat Space (**Share in Common Portions**), the said common areas, amenities and facilities being morefully described in the **Fourth Schedule and Fifth Schedule** below (**collectively Common Portions**). The Share in Common

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Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bear to the total super built-up area of the Said Building /Project.

Said Flat and Facilities : The subject matter of this Conveyance is mentioned herein above which are collectively described in Third Schedule herein below (collectively Said Flat and Facilities). The sale will be for the Said Unit/Flat, mentioned herein above only and for other shares/rights as mentioned above/below, the Buyer/s has user right only.

Background, Representations, Warranties and Covenants :

Representations and Warranties Regarding Title : The Owners/Vendors and the Developer have made the following representation and given the following warranty to the Purchaser/s regarding title.

CHAIN AND TITLE REGARDING OWNERSHIP OF MR. GOPAL PODDAR, MR. BINOD KUMAR PODDAR, MR. RAJESH KUMAR PODDAR AND MR. SUNDIP KUMAR PODDAR THE OWNERS/VENDORS HEREIN, IN L.R. DAG NO. 508, 509 & 512, IN MOUZA-RECKJOANI, AS FOLLOWS :-

WHEREAS That by a virtue of a Registered Deed of Conveyance dated 23.04.1969, One Khagendra Nath Karmakar, purchased of ALL THAT piece and parcel of land measuring an area about 06[Six] Decimals comprised in C.S. Dag No. 474 corresponding to R.S. Dag No.508, and land measuring about 05[Five] Decimals comprised in C.S. Dag No. 475 corresponding to R.S. Dag No.509, and land measuring about 04[Four] Decimals comprised in C.S. Dag No. 476 corresponding to R.S. Dag No.510, land measuring about 05[Five] Decimals comprised in C.S. Dag No. 477 corresponding to R.S. Dag No.511, totaling 20[Twenty] Decimals of land aforesaid four Dags at a yearly proportionate rent of Rs. 0.81 all are under C.S. Khatian No. 4/2, R.S. Khatian No. 6, at Mouza-Reckjoani, J.L. No.13, Re.Sa. No. 198, Touzi No.147, Parganas-Kolkata, P.S.-Rajarhat, in the District of 24 Parganas, from Jan Mohammad Molla and others, which is registered at the office of Sub Registrar at Cossipore Dum Dum, and recorded in Book No.I, Volume No. 40, Pages from 181 to 184, bearing Deed No.2918 for the year 1969, against the valuable consideration mentioned therein.

AND WHEREAS That upon purchasing the aforesaid property the said Khagendra Nath Karmakar was well seized and possessed of and or otherwise sufficiently entitled to the property and thereafter sold transferred and conveyed by a registered Deed of Conveyance dated 26.10.1972, to Sri. Sadhucharan Paul of ALL THAT piece and parcel of land measuring an area about 06[Six] Decimals comprised in C.S. Dag No.474 corresponding to R.S. Dag No.508, and land measuring an area about 05[Five] Decimals comprised in C.S. Dag No.475 corresponding to R.S. Dag No.509, and land measuring an area about 04[Four] Decimals comprised in C.S. Dag No. 476 corresponding to R.S. Dag No.510, and land measuring an area about 05[Five] Decimals comprised in C.S. Dag No.477, corresponding to R.S. Dag No.511, totaling 20[Twenty] Decimals of land aforesaid four Dags at a yearly proportionate rent of Rs. 0.81 all are under C.S. Khatian No. 4/2, R.S. Khatian No. 6, at

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Mouza-Reckjoani, J.L. No.13, Re.Sa. No.198, Touzi No.147, Parganas-Kolkata, P.S.-Rajarhat, in the District of 24 Parganas, which is Registered at the Office of the Sub-Registrar at Cossipore Dum Dum, Book No.I, Volume No.113, Pages from 80 to 83, being Deed No.6860 for the year 1972, against the valuable consideration mentioned therein.

AND WHEREAS One Sri Satish Chandra Mondal and Sri Jatindra Nath Mondal both are son of Late Jogendra Nath Mondal of Reckjoani Kanjilal Para, P.S.-Rajarhat, in the District of 24 Parganas were well seized and possessed of and or otherwise sufficiently to the property by virtue of inheritance from their father Late Jogendra Nath Mondal, in respect of ALL THAT piece and parcel of land measuring an area 20[Twenty] Decimals comprised in C.S. Khatian No.1319, under C.S. Dag No.478, corresponding to R.S. Khatian No.1480, under R.S. Dag No.512, lying and situated at Mouza-Reckjoani, J.L. No.13, Re.Sa. No.198, Touzi No.2998, Parganas-Kolkata, P.S.-Rajarhat, in the District of 24 Parganas, in the state of West Bengal, India.

AND WHEREAS that after the aforesaid Sri. Satish Chandra Mondal and Sri. Jatindra Nath Mondal jointly in course of enjoying the property they duly mutated their names in respect of their inheritance property measuring an area about 20[Twenty] Decimals, be the same a little more or less, comprised in R.S. Khatian No.1480 under R.S. Dag No.512 lying and situated at Mouza-Reckjoani, P.S.-Rajarhat, within the jurisdiction of Sub-Registrar at Cossipore Dum Dum, in the District of 24 Parganas, in the state of West Bengal, India.

AND WHEREAS aforesaid Sri. Satish Chandra Mondal and Sri. Jatindra Nath Mondal in course of enjoying the property by a registered Deed of Conveyance dated on 22.02.1965 they jointly sold transferred and conveyed of ALL THAT piece and parcel of land measuring an area about .0825 Decimals, more or less, comprised in C.S. Khatian No.1319, under C.S. Dag No. 478, corresponding to R.S. Khatian No.1480 under R.S. Dag No.512, lying and situated at Mouza-Reckjoani, J.L. No.13, Re.Sa. No. 198, Touzi No.2998, Parganas-Kolkata, P.S.-Rajarhat, within the jurisdiction of Sub-Registrar at Cossipore Dum Dum in the District of 24 Parganas, to Sri Sadhucharan Paul, which is registered at the Office of the Sub-Registrar at Cossipore Dum Dum and copied in Book No.I, Volume No.35, Pages 84 to 86, being No.1573 for the year 1965 against the valuable consideration mentioned therein.

AND WHEREAS the said Sri. Sadhu Charan Paul, is well seized and possessed of and or otherwise sufficient entitled to the property measuring an area about .0825 Decimals, more or less, comprised in C.S. Khatian No.1319, under C.S. Dag No. 478, corresponding to R.S. Khatian No. 1480 under R.S. Dag No.512, lying and situated at Mouza-Reckjoani, P.S.-Rajarhat, and land measuring an area about 06[Six] Decimals, comprised in C.S. Dag No.474 corresponding to R.S. Dag No.508, and land measuring about 05[Five] Decimals comprised in C.S. Dag No. 475 corresponding to R.S. Dag No.509, and land measuring an area about 04[Four] Decimals comprised in C.S. Dag No. 476 corresponding to R.S. Dag No.510, and land measuring an area about 05[Five] Decimals comprised in C.S. Dag No.477 corresponding to R.S. Dag No.511, all under C.S. Khatian No.4/2, R.S. Khatian No.6 at Mouza-Reckjoani, Parganas-Kolkata, P.S.-Rajarhat, in the District of 24 Parganas (North),

in the state of West Bengal, India by virtue of above mentioned two nos. of Deed of Sale and enjoyed as one lot the same after paying the Government rents and Local Gram Panchayet taxes up to date against his name as absolute Owner and occupier thereof with good right and absolute power of Ownership and has every right to grant, transferred and convey the same to anybody in any way.

AND WHEREAS by virtue of a Registered Deed of Conveyance dated 21.08.1995 one Biswanath Poddar, son of Late Kisanlal Poddar, purchased of ALL THAT piece and parcel of land measuring an area about 01[One] Cottah 07[Seven] Chittacks 19[Nineteen] Sq.Ft. be the same a little more or less, comprised in C.S. Khatian No.1319, under C.S. Dag No.478, corresponding to R.S. Khatian No.1480 under R.S. Dag No.512, and Land measuring an area about 03[Three] Cottahs 10[Ten] Chittacks 04[Four] Sq.Ft. comprised in C.S. Khatian No.4/2, under C.S. Dag No.474 corresponding to R.S. Khatian No.6 under R.S. Dag No.508, and Land measuring an area about 01[One] Cottah 14[Fourteen] Chittacks 22[Twenty Two] Sq.Ft. out of 5[Five] Decimals, more or less, comprised in C.S. Khatian No.4/2, under C.S. Dag No. 475 corresponding to R.S. Khatian No.6, under R.S. Dag No.509, lying and situated at Mouza-Reckjoani J.L. No.13, Re.Sa. No.198, Touzi No.147, Parganas-Kolkata, P.S.-Rajarhat, in the District of 24 Parganas (North), in the state of West Bengal, India, i.e. total area of land 07[Seven] Cottahs 00[Zero] Chittacks 00[Zero] Sq.Ft. more or less, from the said Sri. Sadhucharan Paul and the said Deed of Conveyance was registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City), and the same was duly recorded into Book No. I, Volume No. 71, Pages from 221 to 230, bearing Deed No.3237, for the year 1995, against the valuable consideration mentioned therein.

AND WHEREAS that after purchasing the aforesaid landed property, the said Sri. Biswanath Poddar was well seized and possessed of ALL THAT piece and parcel of land measuring an area about 01[One] Cottah 07[Seven] Chittacks 19[Nineteen] Sq.Ft. be the same a little more or less, comprised in C.S. Khatian No.1319, under C.S. Dag No.478, corresponding to R.S. Khatian No.1480 under R.S. Dag No.512, and Land measuring an area about 03[Three] Cottahs 10[Ten] Chittacks 04[Four] Sq.Ft. comprised in C.S. Khatian No.4/2, under C.S. Dag No.474 corresponding to R.S. Khatian No.6 under R.S. Dag No.508, and Land measuring an area about 01[One] Cottah 14[Fourteen] Chittacks 22[Twenty Two] Sq.Ft. out of 5[Five] Decimals more or less comprised in C.S. Khatian No.4/2, under C.S. Dag No. 475 corresponding to R.S. Khatian No.6, under R.S. Dag No.509, i.e. total area of land 07[Seven] Cottahs 00[Zero] Chittacks 00[Zero] Sq.Ft. more or less, lying and situated at Mouza-Reckjoani J.L. No.13, Re.Sa. No.198, Touzi No.147, Parganas-Kolkata, P.S.-Rajarhat, in the District of 24 Parganas (North), in the state of West Bengal, India, and is paying the taxes/khajna to the authority concerns regularly as the sole and absolute Owner.

AND WHEREAS while in absolute possession of the said Sri. Biswanath Poddar in respect of the aforesaid land about 07[Seven] Cottahs 00[Zero] Chittacks 00[Zero] Sq.Ft. be the same a little more or less, and during the period of possession died intestate on 09.02.2014 and thereafter his wife namely Gita alias Geeta Devi Poddar died prior of him on 21.11.2007,

leaving behind his Four sons namely Mr. Gopal Poddar, Mr. Binod Kumar Poddar, Mr. Rajesh Kumar Poddar, Mr. Sundip Kumar Poddar, as his legal heirs and successors-in-interest to succeed and inherit the estates and properties left the said Biswanath Poddar, since deceased as per the law of succession.

AND WHEREAS after the aforesaid, the said Mr. Gopal Poddar, Mr. Binod Kumar Poddar, Mr. Rajesh Kumar Poddar and Mr. Sundip Kumar Poddar collectively mutated their respective names into the records of the concerned Block Land and Land Reforms office at Rajarhat vide L.R. Khatian Nos. 7564, 7565, 7566 & 7567 under L.R. Dag No. 508, 509 & 512 and paying the government rents/khajna to the authority concerns regularly and also recorded their names into the assessment records of Rajarhat Bishnupur 1 No. Gram Panchayet and paying the taxes or rents to the concerned authority regularly.

AND WHEREAS that after the aforesaid [1] Sri. Gopal Poddar, [2] Sri. Binod Kumar Poddar, [3] Sri. Rajesh Kumar Poddar and [4] Sri. Sundip Kumar Poddar, the owners herein, became the absolute Owner of ALL THAT piece and parcel of Vacant land "Classified as Shali Land", measuring an area about 01[One] Cottahs 07[Seven] Chittacks 19[Nineteen] Sq.Ft. be the same a little more or less, comprised in C.S. Khatian No.1319 under C.S. Dag No.478, corresponding to R.S. Khatian No.1480 under R.S. Dag No.512, appertaining to L.R. Khatian No.7564, 7565, 7566 & 7567, under L.R. Dag No. 512, and land measuring an area about 03[Three] Cottahs 10[Ten] Chittacks 04[Four] Sq.Ft. be the same a little more or less, comprised in C.S. Khatian No.4/2 under C.S. Dag No.474, corresponding to R.S. Khatian No.6, under R.S. Dag No.508, appertaining to L.R. Khatian No.7564, 7565, 7566 & 7567, under L.R. Dag No. 508, and land measuring an area about 01[One] Cottahs 14[Fourteen] Chittacks 22[Twenty Two] Sq.Ft. be the same a little more or less, comprised in C.S. Khatian No.4/2 under C.S. Dag No.475, corresponding to R.S. Khatian No.6, under R.S. Dag No.509, appertaining to L.R. Khatian No.7564, 7565, 7566 & 7567, under L.R. Dag No. 509, IN TOTAL measuring an area about 07[Seven] Cottahs 00[Zero] Chittacks 00[Zero] Sq.Ft. more or less, lying and situated at MOUZA-RECKJOANI, J.L.No.13, Re.Sa. No.198, Touzi No.147, at Bhatenda Rajarhat, P.O. & P.S.-Rajarhat, Kolkata-700135, within the jurisdiction of A.D.S.R.O. Rajarhat, New Town, within the local limits of Rajarhat 1 No. Bishnupur Gram Panchayat, in the District North 24 Parganas, in the State of West Bengal, India.

AND WHEREAS Thereafter the said [1] Mr. Gopal Poddar, [2] Mr. Binod Kumar Poddar, [3] Mr. Rajesh Kumar Poddar and [4] Mr. Sundip Kumar Poddar the land owners therein and herein, entered into a Registered Development Agreement in respect of their property mentioned as above, morefully described in the First Schedule hereunder written, to complete the construction of the abovementioned multi storied building/project with their aforesaid landed property with the Developer namely "**Vrisa Construction Private Limited**", a Private Limited Company, registered under the companies Act. 2013, under certain terms and conditions mentioned in the said Development Agreement and the said Development Agreement dated 6th day of May, 2022, registered in the office of Additional

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Registrar of Assurances-II, Kolkata and the same was recorded in Book No. I, Volume No.1902-2022, Pages from 209219 to 209272, being Deed No.190204967 for the year 2022, hereinafter referred to as the **“Said Development Agreement”**.

AND WHEREAS That after the said [1] Mr. Gopal Poddar, [2] Mr. Binod Kumar Poddar, [3] Mr. Rajesh Kumar Poddar and [4] Mr. Sundip Kumar Poddar also executed a Registered Development Power of Attorney, appointing the director of **“Vrisa Construction Private Limited”** a Private Limited Company, registered under the companies Act. 2013, therein the Developer as their Constituted Attorney and the said Development Power of Attorney was registered on 6th day of May, 2022, registered in the office of Additional Registrar of Assurances-II, Kolkata and the same was recorded in Book No. I, Volume No.1902-2022, Pages from 209422 to 209460, being Deed No. 190204974 for the year 2022 to act as attorney and/or confirming authority, hereinafter referred to as **the “Said Development Power of Attorney”**.

Sanction of Plan/s : With the intention of developing and exploiting the Said Property by constructing the Said Building/Project thereon and selling spaces therein (Units), the Developer sanctioned a building plan in the name of Mr. Gopal Poddar, Mr. Binod Kumar Poddar, Mr. Rajesh Kumar Poddar and Mr. Sundip Kumar Poddar, Land Owners therein on the said plot of land from the concerned authority of Zilla Parishad & Block Development Office of North 24-Parganas, being Approval Order No.1316/RPS, dated 27.09.2023, (hereinafter referred to as the **“Building Plan”**).

Construction of Building/Project namely “VRISA ENCLAVE - II” : As per the terms of the said Registered Development Agreement and on the basis of the aforesaid sanctioned building plan, the said Developer, **“Vrisa Construction Private Limited”** a Private Limited Company, registered under the companies Act. 2013, concern started construction of a multi storied building/project known as **“VRISA ENCLAVE - II”** a multi storied Building which is morefully described in the **Second Schedule** hereunder written on the said plot of land which is morefully described in the **First Schedule** hereunder written.

Completion of the Building/Project namely “VRISA ENCLAVE - II” : On the basis of the aforesaid sanctioned building plan, the said Developer, **“Vrisa Construction Private Limited”** completed the construction of the said multi storied building/project known as **“VRISA ENCLAVE - II”**, a multi storied Building, which is morefully described in the **Second Schedule** hereunder written on the said plot of land which is morefully described in the **First Schedule** hereunder written.

Desire of Purchase & Acceptance :

Desire of Purchaser/s for purchasing a Unit/Flat from Developer’s Allocation : The Purchaser/s herein perused and inspected Title Deeds, Registered Development Agreement, Registered Power of Attorney, Building Sanctioned Plan, Municipal/ Panchayet Tax, Porcha, Khajna, and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself/themselves in

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regards thereto and also satisfied drafting of Deed of Conveyance by the Advocate on the basis of supply of papers and instruction by the owners and Developer and the purchaser herein approached to the Developer herein, to purchase **ALL THAT** One independent and complete self-contained Residential **Unit/Flat** bearing **Flat No.** “_____”, on the _____ **Floor** (_____ **side** facing), having super built up area of _____ **Sq.Ft.** (Carpet area about _____ Sq.Ft.), more or less, comprised with [_____] Bed Rooms, [_____] Open Kitchen, [_____] Drawing-cum-Dining, [_____] Baths and Privies, [_____] Balcony, [**Floor Type : Tiles**], lying and situated in the Building/Project namely “**VRISA ENCLAVE - II**”, lying and situated at **Reckjoani, P.S.-Rajarhat, Kolkata-700135**, in the District of North 24 Parganas, in the state of West Bengal, India, from the **Developer's Allocation**, which is morefully described in the **Third Schedule** hereunder written, lying and situate on the said plot of land, which is morefully described in the **First Schedule** hereunder written, together with land share and share in common portion of the building morefully described in the **Second Schedule** hereunder written.

Acceptance by Developer : The Developer herein accepted the aforesaid proposal of the Purchaser/s and agreed to sell the “**SAID FLAT/SAID PROPERTY**” morefully described in the **Third Schedule** hereunder written, together with land share and share in common portion.

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 Developer herein as per Memo of Consideration attached herewith.

True and Correct Representations : The Owners/Vendors is the absolute and undisputed owner of the First Schedule property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.

Representations, Warranties and Covenants regarding Encumbrances : The Owners/Vendors and Developer represent, warrant and covenant regarding encumbrances as follows :

No Acquisition/Requisition : The Owners/Vendors and Developer have not received any notice from any authority for acquisition, requisition or vesting of the Said Unit/Flat and/or any part of the property in which the present building/project is lying and declare that the Said Unit/Flat are not affected by any scheme of the concerned authority/ authorities or Government or any Statutory Body.

No Encumbrance : The Owners/Vendors 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 Unit/Flat or any part thereof can or may be impeached, encumbered or affected in title.

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Right, Power and Authority to Sell : The Owners/Vendors and Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Unit/Flat to the intending Purchaser/s herein.

No Dues : No tax in respect of the Said Unit/Flat is due to the concerned authority or authorities and no Certificate Case is pending for realization of any taxes from the Owners/Vendors and the Developer herein.

No Mortgage : No mortgage or charge has been created by the Owners/Vendors and the Developer in respect of the Said Unit/Flat or any part thereof.

No Personal Guarantee : The Said Unit/Flat is/is not affected by or subject to any personal guarantee for securing any financial accommodation.

No Bar by Court Order or Statutory Authority : There is no order of Court or any other statutory authority prohibiting the Owners/Vendors and Developer from selling, transferring and/or alienating the Said Unit/Flat or any part thereof.

Basic Understanding :

Agreement to Sell and Purchase : The Purchaser/s herein has/have approached to the Developer and the Owners/Vendors and offered to purchase the "**SAID FLAT/SAID PROPERTY**" from **Developer's Allocation** 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 Developer and Owners/Vendors herein through Developer's Allocation.

Transfer :

Hereby Made : The Owners/Vendors and Developer hereby sell, convey and transfer the Purchaser/s the entirety of their right, title and interest of whatsoever or howsoever nature in the "**SAID FLAT/SAID PROPERTY**" morefully described in the **Third Schedule** hereinafter written, together with proportionate undivided share of land morefully described in the First 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 **Second Schedule** hereinafter written and Floor Plan of the said flat is attached herewith.

Consideration : The aforesaid transfer is being made in consideration of a sum of **Rs. _____/- [Rupees _____]** Only paid by the Purchaser/s to the Developer herein, receipts of which the Developer hereby and by the Memo and Receipts hereunder written admits and acknowledges.

Terms of Transfer :

Salient Terms : The transfer being effected by this Conveyance is :

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

Absolute : Absolute, irreversible and perpetual.

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, lis pendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vesting's and liabilities whatsoever.

Subject to : The transfer being effected by this Conveyance is subject to :

Indemnification : Indemnification by the Owners/Vendors and Developer about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchaser/s on such express indemnification by the Owners/Vendors and Developer about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Owners/Vendors and Developer shall at their own costs and expenses, forthwith take all necessary steps to remove and / or rectify.

Transfer of Property Act : All obligations and duties of Owners/Vendors and Developer and the Purchaser/s as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

Delivery of Possession : Khas, vacant and peaceful possession of the Said Unit/Flat have been handed over by the Owners/Vendors and Developer to the Purchaser/s, which the Purchaser/s admit, acknowledge and accept.

Outgoings : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Unit/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 Owner/Vendor and Developer with regard to which the Owners/Vendors and Developer hereby indemnify and agree to keep the Purchaser/s fully and comprehensively saved, harmless and indemnified.

Holding Possession : The Owners/Vendors and 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 Owners/Vendors and Developer or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Owners/Vendors and Developer.

No Objection to Mutation : The Owners/Vendors and Developer declare that the Purchaser/s can fully be entitled to mutate his/her/their names in all records of the concerned authority/authorities and to pay tax or taxes and all other impositions in his/her/their own names. The Owners/Vendors and 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.

Further Acts : The Owners/Vendors and Developer hereby covenant that the Owners/Vendors and 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 the plot of Land]

ALL THAT piece and parcel of land measuring an area about **01[One] Cottah 07[Seven] Chittack 19[Nineteen] Sq.Ft.** comprised in C.S. Khatian No.1319, under C.S. Dag No.478, corresponding to R.S. Khatian No.1480 under R.S. Dag No.512, land measuring an area about **03[Three] Cottahs 10[Ten] Chittacks 04[Four] Sq.Ft.** comprised in C.S. Khatian No.4/2, under C.S. Dag No.474 corresponding to R.S. Khatian No.6 under R.S. Dag No.508 and land measuring an area about **01[One] Cottah 14[Fourteen] Chittacks 22[Twenty Two] Sq.Ft.** more or less, comprised in C.S. Khatian No.4/2, under C.S. Dag No. 475, corresponding to R.S. Khatian No.6 under R.S. Dag No.509, IN TOTAL **07[Seven] Cottah 00[Zero] Chittack 00[Zero] Sq.Ft.** more or less, in **L.R. Khatian Nos. 7564, 7565, 7566 & 7567**, under **L.R. Dag Nos. 508, 509 and 512**, lying and situated at **MOUZA-RECKJOANI** J.L. No.13, Re.Su. No.198, Touzi No.147, within the jurisdiction of A.D.S.R.O. Rajarhat, within the local limits of Rajarhat 1 No. Bishnupur Gram Panchayat, in the District of North 24 Parganas, in the state of West Bengal, India, which is butted and bounded as follows :-

On The North By	::	Rajarhat Main Road (211 Bus Route);
On The South By	::	R.S. & L.R. Dag No.514;
On The East By	::	R.S. & L.R. Dag No.509;
On The West By	::	R.S. & L.R. Dag No.500 & 507;

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of the Land with Building]

ALL THAT multi-storied brick-built messuages tenements hereditaments and premises and/or building TOGETHER WITH the piece or parcel of land there unto belonging whereon or on Part whereof the same is erected and built building known as "**VRISA ENCLAVE-II**", lying and situated at **Reckjoani, P.S.-Rajarhat, Kolkata-700135**, constructed on the land measuring an area about **01[One] Cottah 07[Seven] Chittack 19[Nineteen] Sq.Ft.** comprised in C.S. Khatian No.1319, under C.S. Dag No.478, corresponding to R.S. Khatian No.1480 under R.S. Dag No.512, land measuring an area about **03[Three] Cottahs 10[Ten] Chittacks 04[Four] Sq.Ft.** comprised in C.S. Khatian No.4/2, under C.S. Dag No.474 corresponding to R.S. Khatian No.6 under R.S. Dag No.508 and land measuring an area about **01[One] Cottah 14[Fourteen] Chittacks 22[Twenty Two] Sq.Ft.** more or less, comprised in C.S. Khatian No.4/2, under C.S. Dag No. 475, corresponding to R.S. Khatian

No.6 under R.S. Dag No.509, IN TOTAL **07[Seven] Cottah 00[Zero] Chittack 00[Zero] Sq.Ft.** more or less, in **L.R. Khatian Nos. 7564, 7565, 7566 & 7567**, under **L.R. Dag Nos. 508, 509 and 512**, lying and situated at **MOUZA-RECKJOANI** J.L. No.13, Re.Su. No.198, Touzi No.147, within the jurisdiction of A.D.S.R.O. Rajarhat, within the local limits of Rajarhat 1 No. Bishnupur Gram Panchayat, in the District of North 24 Parganas, in the state of West Bengal, India, which is butted and bounded as follows : -

On The North By	::	Rajarhat Main Road (211 Bus Route);
On The South By	::	R.S. & L.R. Dag No.514;
On The East By	::	R.S. & L.R. Dag No.509;
On The West By	::	R.S. & L.R. Dag No.500 & 507;

THE THIRD SCHEDULE ABOVE REFERRED TO

[Description of the Residential Flat hereby conveyed]

ALL THAT One independent and complete self-contained Residential **Unit/Flat** bearing **Flat No. "_____"**, on the _____ **Floor** (_____ **side** facing), having super built up area of _____ **Sq.Ft.** (Carpet area about _____ Sq.Ft.), more or less, comprised with ___[___] Bed Rooms, ___[___] Open Kitchen, ___[___] Drawing-cum-Dining, ___[___] Baths and Privies, ___[___] Balcony, [**Floor Type : Tiles**], of the building standing on the premises mentioned in the **First Schedule** herein above containing together with the undivided proportionate share of land in the said Premises known and identified as "**VRISA ENCLAVE-II**" lying and situated at **Reckjoani, P.S.-Rajarhat, Kolkata-700135**, in the District of North 24 Parganas, in the state of West Bengal, India, delineated in the **Plan or Map** demarcated with **RED Colour** border annexed herewith.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities of the Building/Project]

Building Level :

- :: Lobbies and Staircase on all floors of the Said Building
- :: Lift machine room and lift well of the Said Building.
- :: Elevator and allied machinery in the Said Building.
- :: Overhead Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit/Shop).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building/Project. (except those inside any Unit/Shop).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Ultimate Roof of the building (Decorated Roof with Heat Treatment and roof painting.
- :: Water supply arrangement.
- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection available.
- :: Wiring, fittings and accessories for lighting of common portions of the Said Building/Project.
- :: Installations for receiving and distributing electricity from supply agency.

VRISA CONSTRUCTION PVT. LTD.
Dante

- :: Boundary walls and main gates of the Said Building.
- :: Internal Roads and walkways within the Said building.
- :: Space for Electricity meters. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Right of common passage in common portion, installation of T.V. Antenna/Dish.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipment's.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Common Expenses / Maintenance Charges of the Building/Project]

1. **Common Utilities** : All charges and deposits for supply, operation and maintenance of common utilities of the building/project.
2. **Electricity** : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/project.
3. **Association** : Establishment and all other capital and operational expenses of the Association of the flat owners of the building/project.
4. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/project.
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 [including the exterior or interior (but not inside any unit) walls of the said building/project].
6. **Operational** : All expenses for running and operating all machinery, equipment's 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/project.
7. **Rates and Taxes** : Municipal/Panchayet Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyers.
8. **Staff** : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, liftmen, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/project.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[Rights and Obligations of the Owners/Purchasers of Individual Units]

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/ car parking space or any units owners of the building :

The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat/shop/car parking space 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/shop/car parking space, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said flat as well as the right of fixing television antenna/Dish 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.

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.

Mutating their names as absolute 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.

Absolute proprietary rights such as the vendors/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 vendors/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.

Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Obligations :

The Purchaser/s shall not store any inflammable and/or combustible articles in the said flat/car parking spaces, but excluding items used in kitchen and personal purpose.

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/project.

The purchaser/s shall not make any additions and alterations in the said property, whereby the main building/project may be damaged, but the purchaser/s shall be entitled to erect wooden partition only in the said flat for the purpose of their family requirement.

The purchaser/s shall also pay their proportionate share for insurance of the building/project for earthquake, fire, mob, violence and commotion along with maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

The purchaser/s will not allow to construct any kind of partition in the open space and/or Car Parking Space (if any owning by the purchaser) or any common areas of the building/project.

The purchaser/s will not fix and/or construct any shed/shutter over the open space or the car parking space (if any owning by the purchaser).

The purchaser/s use the open and/or common space or the car parking space (if any owning by the purchaser) or common space as it is condition as the developer constructed in the said building/project.

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/project.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quasi Easements]

1. The right of common parts for ingress in and egress out from the units/flats or building/project or premises.
2. The right in common with the other purchaser/s 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/flat as far as may be reasonably necessary for the beneficial use and occupation of the respective unit and / or parts and /or common areas.
3. The right of protection for other parts of the building/project by all parts of the unit as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/project.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit 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 units/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 purchasers fulfilling his/her/their 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 vendors/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/project.

2. Upon formation of the Association/Society, the vendors/developer shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the purchasers or otherwise after adjusting all amounts their remaining due and payable by the purchasers and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser 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 vendors/developer for all liabilities due to non-fulfillment of their respective obligations by the co-owners and/or the Association /Society.

IN WITNESS WHEREOF the parties have set and subscribed their respective hand on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

BY THE **OWNERS/VENDORS** at Kolkata

In the presence of :



[Sri. Sankar Adak as constituted attorney of Mr. Gopal Poddar, Mr. Binod Kumar Poddar, Mr. Rajesh Kumar Poddar, Mr. Sundip Kumar Poddar]

SIGNATURE OF THE OWNERS/VENDORS

SIGNED, SEALED AND DELIVERED

BY THE **DEVELOPER** at Kolkata

In the presence of :

VRISA CONSTRUCTION PVT. LTD.


Managing Director

SIGNATURE OF THE DEVELOPER

SIGNED, SEALED AND DELIVERED

BY THE **PURCHASER/S** at Kolkata

In the presence of :

SIGNATURE OF THE PURCHASER/S

WITNESSES :-

1.

2.

✍ Drafted and Prepared by me as per the information's and instructions given by the parties.

Composed By

Subhankar Dalai
Kaikhali, Kolkata-700052

[TANAYENDRA ROY]
Advocate
High Court Calcutta

RECEIPT

RECEIVED a sum **Rs.** _____ /- [**Rupees** _____] Only by way of Cash/Cheque/DD/NEFT/RTGS/IMPS from within named Purchaser/s as stated in the memo of consideration as stated herein under as full and final Consideration money towards the Flat in question.

MEMO OF CONSIDERATION				
DATE	BANK	BRANCH	CHEQUE / NEFT / DD / RTGS / IMPS NO.	AMOUNT (Rs.)
[Rupees _____] Only.			Total = Rs. _____ /-	

SIGNATURE OF THE DEVELOPER

WITNESSES :-

1.

2.

DEED OF CONVEYANCE
DATED THIS DAY OF , 2024
DEED OF CONVEYANCE

B E T W E E N

MR. GOPAL PODDAR & OTHERS.

..... OWNERS/VENDORS

AND

"VRISA CONSTRUCTION PRIVATE LIMITED"

.....DEVELOPER

AND

_____;

..... PURCHASER/S

DEED OF CONVEYANCE
DEED OF CONVEYANCE
DEED OF CONVEYANCE

Property Details

Flat No :- "____"
Floor :- _____
Measurement :- _____ Sq.Ft.

"VRISA ENCLAVE-II"

ADD : RECKJOANI, P.S.-RAJARHAT, KOLKATA-700135, IN THE DISTRICT 24 PGS. (N). WEST BENGAL INDIA.
DEED OF CONVEYANCE

Drafted and Prepared by

[TANAYENDRA ROY & ASSOCIATES (ADVOCATES)]

HIGH COURT CALCUTTA

Chamber : Gr. Floor, "Simran Apartment", Chiriabagan Kaikhali, Kolkata-700052, N-24 Pgs. W.B.

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T. Ray 9830347315