

THIS DEED OF CONVEYANCE made this the day of
.....

BETWEEN

KOLKATA EXTRUSION, (PAN: AAJFK4203E), a partnership firm, having its office at Room No. 267, 2nd Floor, 89, N.S. Road, Police Station- Burrabazar & Post Office- GPO, Kolkata – 700 001, represented by its one of Partner namely **Mr. Pawan Kumar Baid** (PAN: AEGPB8510G), (Aadhar No. 9313 1552 5449), son of Kamal Singh Baid, by faith Hindu, by Occupation Business, by Nationality Indian, and (hereinafter referred to as the “OWNER/PROMOTER” which expression shall unless repugnant to the context or the meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assigns) of the ONE PART.

AND

(1) _____, (PAN: _____)
 _____), (Mobile _____)
 No. _____), son of/wife of/daughter
 of _____, and _____ (2)
 _____), (PAN: _____)
 No. _____), son of/wife of/daughter
 of _____, residing _____ at
 _____, Police Station: _____
 _____, Post Office: _____,
 District: _____, Kolkata- _____, West
 Bengal, India, hereinafter referred to as the "**PURCHASER**" (which expression shall
 unless repugnant to the context or meaning thereof be deemed to mean and include its
 successors-in-interest, executors, administrators and permitted assigns) of the
OTHER PART.

The Owner/Promoter and the Purchaser shall hereinafter collectively be referred to as
 the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the purpose of this Deed of Conveyance, unless the context otherwise requires,-

- (a) "**Act**" means the West Bengal Real Estate (Regulation and Development) Act, 2016 (West Bengal Act XVI of 2016);
- (b) "**Appropriate Government**" means the Government of West Bengal;
- (c) "**Rules**" mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the West Bengal Real Estate (Regulation and Development) Act, 2016;
- (d) "**Regulations**" mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (e) "**Section**" means a section of the Act.

WHEREAS:

A. One Piyush Kanti Ganguly and his sister namely Chabi Basak by a registered Deed of Conveyance dated 9th May, 1973, registered before Sub-Registrar Alipore and duly recorded in Book No. I, Volume 54, Pages 80 to 89, Being No. 2058 for the year 1973, (**Said Deed**) jointly sold transferred and conveyed All That piece and parcel of land measuring about 12.75 Sataks out of 13 Sataks under Mouza Siriti, Touzi No. 3, Dag Nos. 428 and 429, Khatian Nos. 69 and 70, then District 24 Parganas to Niva Chakraborti, and delivered the physical Possession thereof in Dag No. 429, free from all encumbrances and for the consideration mentioned therein.

B. Said Niva Chakraborti, subsequently mutated her name in the records of the concern B.L. & L.R.O. in respect of above said land and paying Khajna regularly and also mutated her name in the records of the Kolkata Municipal Corporation and obtained an Assessee No. 411210600624 in respect of above said land and recorded and numbered as Municipal Premises No. 62, Majlish Ara Road, Kolkata 700 041.

C. There was some typographical error in the **Said Deed** and to remove the same the said Niva Chakraborti executed and registered a Deed of Declaration dated 8th May, 2015, registered before District Sub-Registrar-II, Alipore South 24 Parganas and duly recorded in Book No. 1, CD Volume No. 7, Page from 9709 to 9716, Being No. 04994 for the year 2015.

D. Said Smt. Niva Chakraborti thus became the sole and absolute owner of All That piece and parcel of land measuring about 12.75 Sataks out of 13 Sataks, but got the actual physical possession of land admeasuring 7 (Seven) Cottahs and 7 (Seven) Chittaks only, in Mouza Siriti, Touzi No. 3, R.S. Dag No. 429, R.S. Khatian No. 69, Holding No. 31/2/C, being Municipal Premises No. 62, Majlish Ara Road, Kolkata 700 041, Assessee No. 411210600624, Ward No. 121 of The Kolkata Municipal Corporation, Borough No. 14, Police Station Behala, District 24 Parganas South herein after referred to as the "**Said Land**" more particularly described in **Schedule-"A"** hereto.

E. Said Smt. Niva Chakraborti by a registered Deed of Conveyance dated 12th May, 2015, registered before the District Sub-Registrar-II, Alipore South 24 Parganas and duly recorded in Book No. 1, CD Volume 8, Pages 2013 to 2031, Being No. 05350 for the year 2015, sold, transferred and conveyed All That piece and parcel of Said Land together building thereon to **POTENCY COMMERCIAL LLP** for the consideration mentioned therein and free from all encumbrances.

F. After the above said purchase said **POTENCY COMMERCIAL LLP** demolished part of the existing structure in the **Said Land**.

G. The said **POTENCY COMMERCIAL LLP** also mutated its name in the record of the concern B.L. & L.R.O. in respect of the above **Said Land** and obtained L.R. Khatian No. 1480 under R.S / L.R. Dag No. 429 and also mutated its name in the records of the Kolkata Municipal Corporation under Assessee No. 411210600624 in respect of the **Said Land**.

H. The said **POTENCY COMMERCIAL LLP** has converted the nature of land of the **Said Land** from Bagan to Bahutal Abasan vide Memo No. 51(C)/352/3331/P/19 dated 29.09.2021, issued by the office of Additional District Magistrate & District Land & Land Reforms Officer, South 24 Parganas.

I. The said **POTENCY COMMERCIAL LLP** has obtained building Sanction Plan vide BP No. 2022140179 dated 29.07.2022 from the Kolkata Municipal Corporation (**said Sanction Plan**) in respect of the above **Said Land**.

J. Said POTENCY COMMERCIAL LLP by a registered Deed of Conveyance dated, registered before the and duly recorded in Book No., CD Volume, Pages to, Being No. for the year 20....., sold, transferred and conveyed All That piece and parcel of Said Land together benefit of the said Sanction Plan to KOLKATA EXTRUSION (the Owner/Promoter herein) for the consideration mentioned therein and free from all encumbrances.

K. The Owner/Promoter at its own cost constructed a Residential Building Project on the said Land.

L. The Owner/Promoter has named the Building Project, as "KUTUMB", (hereinafter referred to as the "PROJECT").

M. The Project consists of one Building of (G+.....+Terrace) comprising of a total number of 12 residential apartments. (herein after referred to as the "BUILDING").

N. The Promoter has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata on under Registration No.....;

O. The Purchaser in the Project had been allotted Apartment No. _____ having Carpet Area of _____ Square Feet, Balcony Area _____ Square Feet, (corresponding to covered area of Sq. Ft.), on _____ Floor of the building along with _____ no(s). Covered/Open Car Parking Space(s) being No(s). _____ admeasuring 135 Square Feet each in the Ground Floor as permissible under the applicable law together with pro-rata undivided, indivisible and variable share in the common areas of the Project (hereinafter referred to as the "COMMON AREAS") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "APARTMENT" more particularly described in Schedule-"B" hereto.;

P. By an Agreement for Sale dated _____, registered with the Office of the _____, in Book - _____, Volume No. _____, Page from _____ to _____, being Deed No. _____, for the Year _____, the Owner/Promoter agreed to sell and the Purchaser agreed to purchase the Apartment for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations;

Q. The Owner/Promoter has completed the construction of the Project including the Apartment and has obtained the Completion Certificate vide no..... dated of Kolkata Municipal Corporation and the Owner/Promoter has measured the final Carpet Area of the Apartment and confirmed the same to the Purchaser.

R. The Owner/Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser, has taken possession of the Apartment to the Purchaser's full satisfaction.

S. Before taking possession of the Apartment, the Purchaser has:

- (a) seen and examined the specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and shall not make any claim or demand whatsoever against the Owner/Promoter concerning the same;
- (b) been fully satisfied about the title of the Owner/Promoter to the Said Land, the documents relating to the title of the Said Land, the Plan of the Project, the materials used in the Apartment and Appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same;

T. In pursuance of the said Agreement for Sale, this Deed of Conveyance is being executed by the Owner/Promoter in favour of the Purchaser to give effect to the transfer of the Apartment in favour of the Purchaser.

NOW THIS DEED OF CONVEYANCE WITNESSES as follows:

I. **SALE:** In pursuance of the said Agreement for Sale and in consideration of the Purchaser agreeing to observe and perform the terms & conditions herein mentioned and in consideration of the Total Price paid by the Purchaser as mentioned in **SCHEDULE-C** herein, the Owner/Promoter doth hereby sell, grant, convey and transfer unto the Purchaser **ALL THAT** the Apartment more fully described in **SCHEDULE-B** hereto, as shown in **RED** border on the floor plan of the Apartment annexed hereto and marked as **Plan-"A"** **TOGETHER WITH** exclusive right to use _____ No(s). of _____ [covered/open] Car Parking Space(s) being No(s). _____ in the **Ground** **TOGETHER WITH** pro rata share in the Common Areas of the Project and also in the land on which the Project is situated together with all easements, rights and appurtenances belonging thereto **TO HAVE** and **TO HOLD** the Apartment and the properties appurtenant thereto, absolutely and forever, as its exclusive Owner, free from all encumbrances, subject to the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter and the same shall be deemed to be covenants running with the Land.

II. THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNER/ PROMOTER as follows:

The Purchaser doth hereby, agree, accept and covenant with the Owner/Promoter as follows:

(1) **Inspection of Plan, Fixtures, Fittings:** The Purchaser has, *inter alia*, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the building(s) thereof and the condition and description of all fixtures and fittings installed and/or provided or to be provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and the Common Areas.

(2) **Common Areas of the Project and the Limited Common Areas and Facilities:** It is strictly agreed by the Purchaser with the Owner/Promoter that:

- (i) The Purchaser hereby agrees with the Owner/Promoter that the Common Areas and common facilities in the Project shall be used by the Purchasers of the building of the Project in common with each other;
- (ii) The Purchaser of the Apartment in the Project shall own in common with other purchasers of the Project, the Common Areas of the Project and also the land on which the Building is situated together with all easements, rights and appurtenances belonging thereto;

(3) **Maintenance of the Building/ Apartment/Project:** The Owner/Promoter shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association of the purchasers upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be.

The cost of such maintenance for a period of 1(One) year from the deemed date of Possession is paid by the Purchaser in advance which has been included in the Total Price of the Apartment. Thereafter, the Owner/Promoter would be raising bills on the Purchaser for further maintenance of Common Areas and Facilities of the Project. It is assumed that the Association(s) shall be formed and maintenance and management of the Common Areas & common facilities will be taken over by the purchasers within a period of 2 (two years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may be. In case the formation of the Association is delayed beyond the two year period, the Owner/Promoter shall provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the purchasers shall pay to the Owner/Promoter the charges for such maintenance as fixed by the Owner/Promoter, or may hand it over to the Competent Authority.

(3.1) **Common Areas and Facilities:**

(A) The Common Areas and Facilities of the Project shall be handed over to the Association upon formation of such association by the owners of the Apartments in the Project in terms of West Bengal Apartment Ownership Act, 1972 (the "ASSOCIATION").

(B) The Owners of the Apartments in the Project shall join the Association as members.

(C) The Purchasers shall complete the formalities of becoming a member of Association and also to comply with the Rules and Bye-laws of the Association.

(D) The Promoter shall at an appropriate time within a maximum period of 2 years from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, of the Project shall notify the scheme of formation of the Association to the purchasers in accordance with the West Bengal Apartment Ownership Act so as to enable them to constitute/form such Association.

(E) The Purchaser shall execute the necessary Declaration in **Form-A**, for submission of the Project to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon to do so by Owner/Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.

(F) **Interim Maintenance Period:**

(i) During the interim maintenance period (i.e. the period prior to formation of the Association of purchasers and handing over of maintenance of Common Areas and Facilities of the Project), the Owner/Promoter shall run, operate, manage and maintain the Common Areas & Facilities as mentioned hereinafter.

(ii) The maintenance and management of common areas and facilities will primarily include but not limited to maintenance of water works, common Electrical installations, DG Sets, Landscaping, Driveways, Parking areas, Lobbies, lifts & staircases, etc. It will also include safety and security of the Project and protection and management of general security control of the Project.

(G) The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and Facilities of the Project shall during the Interim Maintenance Period, be framed by the Owner/Promoter with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions:

(i) **Air Conditioning:** Suitable space for keeping outdoor units of the AC System is given for each apartment and also the route to take refrigerant piping, which the Purchaser shall have to strictly follow while installing their AC units.

No puncturing of window/ wall to install A.C units will be permitted.

(H) **The maintenance:**

- (a) All Apartment Owners of the Project shall become the members of the Association. The membership of the Association shall be only in the name of individuals.
- (b) One membership of the Association will entitle the individual, spouse and dependent children to use Association facilities. The other occupant(s) of Apartment(s) may also use the Association facilities, subject to confirmation from the Purchasers(s).
- (c) Other Purchaser(s) (such as body corporate, AOP etc.) will be required to nominate the occupier of their allotted Apartment, who, for all purposes, will be treated as the member of the Association.
- (d) During the Interim Maintenance Period, shall be managed by the Owner/Promoter either by itself or through its nominee.
- (e) The annual Association subscription charge for one year from the deemed date of Possession has been paid by the Purchaser. That amount is at today's cost and may be subject to revision from time to time.
- (f) Detailed terms and conditions of Association membership, different charges and rules and regulations governing the usage of the Association will be formulated and circulated to all the members in due course, which will be binding on all the members of Association.
- (g) In case the Apartment is transferred, the membership of Association will automatically stand transferred to the transferee of the Apartment and the transferor will cease to be the member of the Association.

(J) **Insurance:** In accordance with Section 16 of the Act, the Owner/Promoter shall obtain all such insurances as may be notified by the Government of West Bengal subject to availability and shall pay the premium and charges in respect of such insurances till the Common Areas & Facilities of the Project are handed over to the Association or to the Competent Authority, as the case may be. The Purchaser hereby agrees to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of Completion Certificate or Partial Completion Certificate, as the case may be, for such insurance and the proportionate cost/contribution will be paid by the Purchaser as and when demanded by the Owner/Promoter.

(K) **Maintenance Security Deposit:**

The Purchaser has already deposited with Owner/Promoter the amount of maintenance security deposit for the Apartment (the "MAINTENANCE SECURITY DEPOSIT") which is morefully described in Schedule - D hereto. The Owner/Promoter thereafter in terms of the Development Agreement dated has passed on the said amount to the Owner/Promoter.

(L) Electricity Supply:

The Purchaser has obtained electricity meter with respect to his Apartments from CESC. The Purchaser shall pay the electricity bills pertaining to his Apartment directly to CESC.

(M) Default in Making Payments of Usage Charges of Common Facilities during the Maintenance Period:

~~So long as the Common Areas & Facilities of the Project are maintained by the~~ Owner/Promoter, failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, and Membership Subscription of the Association within due dates may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services to the Purchasers and will make the Purchasers liable to pay interest @12% per annum on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

(4) Taxes: All prices, rates, fees and charges etc. mentioned in this Deed are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

(5) Right to enter the Apartment for repairs: The Owner/Promoter/maintenance agency/ association of purchasers shall have rights of unrestricted access of all Common Areas and Facilities, covered parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Owner/Promoter /Association of purchasers and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

(6) Compliance with respect to the Apartment:

A. The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the Apartment and keep the Apartment, its walls and partitions, sewers,

drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition and ensure that the support, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building comprised in the Project is not in any way damaged or jeopardized.

B. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face / façade of the Building or anywhere on the exterior of the Project or Common Areas and Facilities therein. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.

C. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Promoter and thereafter the association of the purchasers and/or maintenance agency appointed by association of purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

D. The Purchaser shall also have undivided, indivisible, and variable proportionate share in the Common Areas of the Project. Since the share/interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

III. The Owner/ Promoter doth hereby covenant with the Purchaser as follows:

(1) **Further Assurances:** The Owner/ Promoter, in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Apartment or more effectually transferring the Apartment to the Purchaser.

(2) **Defect Liability :** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act

(3) **Compliance of Laws, Notifications etc.:** The Parties hereto shall abide all laws, rules, regulations, notifications applicable to the Project.

SCHEDULE - 'A'
(THE SAID LAND)

ALL THAT the piece and parcel of land measuring 7 (Seven) Cottahs and 7 (Seven) Chittaks under Mouza Siriti, J.L. No. 11, Touzi No. 3, R.S. Dag No. 429, R.S. Khatian No. 69, Holding No. 31/2/C and known and numbered as Municipal Premises No. 62, Majlish Ara Road, Kolkata 700 041, Police Station Behala, Ward No. 121, Assessee No. 411210600624, District 24 Parganas South and butted and bounded in the manner following:

On The North : By Premises No. 27A, 27B and 27C,
On The South : By Premises No. 80/1 & 80/1/1,
On The East : By Vacant Land,
On The West : By 16' 7" wide K. M. C. Road.

SCHEDULE - 'B'

ALL THAT Apartment No. _____, having Carpet Area of _____ Sq.ft. Balcony Area _____ Sq. Ft. (corresponding to covered area of Sq. Ft.), on _____ Floor of the building named as shown in **RED** border on the Plan-"A" annexed hereto along with _____ No(s). Covered/Open Car Parking Space(s) being No(s). _____ admeasuring 135 Sq. ft. each in the Ground Floor, together with pro-rata share in the Common Areas of the Project.

SCHEDULE - 'C'
(CONSIDERATION)

Rs. _____/- (Rupees _____)
only for the Apartment more fully described in Schedule-'A' above, paid by the Purchaser to the Owner/Promoter in full and final satisfaction and the Owner/Promoter doth hereby admit and acknowledge to have received the same.

SCHEDULE - 'D'
(MAINTENANCE SECURITY DEPOSIT)

Rs. _____/- (Rupees _____)
only, being the Interest free Maintenance Security Deposit paid by the Purchaser to the Owner/Promoter and the Owner/Promoter doth hereby admit and acknowledge the same.

IN WITNESS WHEREOF the parties herein above named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witnesses, signing as such on the day, month and year first above written.

Signed and Delivered by the
Owner/Promoter at Kolkata in the
presence of:

1.

(Authorized Signatory)

2.

Signed and Delivered by the
Purchaser(s) at Kolkata in the
presence of:

1.

2.

Drafted and prepared by: