

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

77AB 515859

DEED OF CONVEYANCE

1. Date: \_\_\_\_\_ 202.....
2. Place: Kolkata
3. Parties:

- 3.1 **Owner: PAWANPUTRA TRADECOM PRIVATE LIMITED [PAN AAACP4076C]**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass, R. B. Connector Junction, Post Office Madurdaha, Police Station Anandapur (formerly Tiljala), Kolkata-700107, South 24 Parganas, represented by its \_\_\_\_\_, \_\_\_\_\_, son of \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_; hereinafter referred to as the "**Owner**"
- 3.2 **Developer: SHRACHI KEVENTER ABASAN PVT. LTD. [PAN ABCCS0517L]**, a company incorporated under the provisions of the Companies Act, 1956, previously known as Shrachi Keventer Abasan LLP, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass, R. B. Connector Junction, Post Office Madurdaha, Police Station Anandapur (formerly Tiljala), Kolkata-700107, South 24 Parganas, represented by its \_\_\_\_\_, \_\_\_\_\_, son of \_\_\_\_\_, residing at \_\_\_\_\_, \_\_\_\_\_ authorized vide board resolution dated \_\_\_\_\_; hereinafter referred to as the "**Developer**"

The Owner and Developer hereinafter collectively referred to as the "**Vendors**"

**And**

- 3.3 **Purchaser:**

**In case of single Individual Purchaser**

\_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, Pin - \_\_\_\_\_, hereinafter referred to as the "**Purchaser**".

**OR**

**In case of joint Individual Purchasers**

(1) \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and (2) \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and both

residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, Pin - \_\_\_\_\_ hereinafter referred to as the "**Purchaser**".

**OR**

**In case of the Purchaser being a Company**

\_\_\_\_\_, a company within the meaning of Companies Act, 2013 having its registered office at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account no. \_\_\_\_\_, represented by its Authorised Signatory \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_, authorised vide Board Resolution dated \_\_\_\_\_, hereinafter referred to as the "**Purchaser**".

**OR**

**In case of the Purchaser being a Partnership Firm**

\_\_\_\_\_, a Partnership Firm established under the Indian Partnership Act, 1932 and having its office at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account no. \_\_\_\_\_, and represented by its Authorised Partner \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_, authorised vide Partners Resolution/Letter of Authority dated \_\_\_\_\_, hereinafter referred to as the "**Purchaser**".

**OR**

**In case of the Purchaser being a Trust/Society**

\_\_\_\_\_, a Trust/Society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account no. \_\_\_\_\_, and represented by its \_\_\_\_\_, Mr. \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_,



\_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_, authorised vide Letter of Authority dated \_\_\_\_\_, hereinafter referred to as the "**Purchaser**".

**OR**

**In case of the Purchaser being a HUF**

**Mr.** \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, Police Station \_\_\_\_\_ Post Office \_\_\_\_\_, Pin Code - \_\_\_\_\_, \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, Pin Code - \_\_\_\_\_, having Income Tax Permanent Account No. \_\_\_\_\_, hereinafter referred to as the "**Purchaser**".

The term "Vendors" shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-interest and assigns.

The term "Purchaser" shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals, his/her/their respective heirs, successors, legal representatives, executors, administrators and assigns, in case of a Company, its successors-in-interest and assigns, in case of a Partnership Firm, the partners of the firm for the time being and their successors and assigns, in case of Trusts/Societies, the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and assigns and in respect of an HUF, the heirs, representatives, executors, administrators, successors-in-interest and assigns of the Karta of the HUF as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and assignees.

The terms "Vendors" and "Purchaser" are collectively referred to as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance:**

- 4.1 **Said Bungalow:** \_\_\_\_\_-Type Residential Bungalow No. \_\_\_\_\_, having total carpet area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less lying and situate on land admeasuring \_\_\_\_\_ square meters, more or less, comprising in R.S./L.R. Dag No. \_\_\_\_\_ under L.R. Khatian No. 888, more particularly described in **Part-I of Second Schedule** below (collectively **Said Bungalow**) and delineated on **Plan B** annexed hereto and bordered in **Red** colour thereon, within the Project **Newtown Villas Phase-1** constructed on the **ALL THAT** piece and parcel of plots of land admeasuring an area of 167.9 (one hundred sixty seven point nine) decimal, be the same a little more or less, equivalent to 6794.82 (six thousand seven hundred and ninety four point eight two) square meter, be the same a little more or less, for residential purpose, comprised in R.S./L.R Dag nos. 489, 496 and 498, at Mouza Chanda Kanthalberia, J.L. No. 8, Police Station Kolkata Leather Complex (formerly Bhangar), Sub-Registration District Bhangar, District South 24 Parganas, West Bengal (**Said Complex**) more particularly described in the **First Schedule** below and delineated on **Plan A** annexed hereto and bordered in **Red** colour thereon with pro rata share in the common areas of the Said Complex.
- 4.2 **Share In The Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, parts, amenities, facilities and installations in the Said Complex described in the **Third Schedule** below (collectively **Common Portions**), as be attributable to the Said Bungalow.
- 4.3 **Other Appurtenances:** All other rights appurtenant to the Said Bungalow.
- 4.4 **Said Bungalow and Appurtenances:** The subject matter of this Deed of Conveyance are Clauses 4.1 and 4.2 above, which are collectively described in **Part-II** of the **Second Schedule** below (collectively **Said Bungalow And Appurtenances**).
5. **Background:**
- 5.1 **Purchase of Larger Property:** Pawanputra Tradecom Private Limited (the Owner herein) along with one Gagan Tradelink Private Limited are the absolute owners in respect of a large chunk of land comprised in various R.S./L.R. Dag Nos. at Mouza Chanda Kanthalberia, J.L. No. 8, Police Station Kolkata Leather Complex (formerly Bhangar), Sub-Registration District Bhangar, District South 24 Parganas, West Bengal, hereinafter referred to as "**Larger Property**".
- 5.2 **Development Agreement:** By a Joint Development Agreement dated 11<sup>th</sup> January, 2019, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2019, at Pages 21965 to 22007, being Deed No. 190100258 for the year 2019, the Owner along with said Gagan Tradelink Private Limited have appointed Shrachhi Keventer Abasan Private Limited previously known as Shrachhi Keventer Abasan LLP

(the Developer herein) to develop *inter alia* the Larger Property and accordingly have granted a Development Power of Attorney in favour of the Developer in this regard. Said Shrachi Keventer Abasan LLP has been converted to Shrachi Keventer Abasan Pvt. Ltd. and registered its converted name before the Registrar of Companies on 13<sup>th</sup> May, 2019.

- 5.3 The Promoter herein is undertaking the development of the Larger Property hereinafter referred to as the "**Newtown Villas**" and commercially exploiting the same in phase-wise manner and therefore has earmarked the land of the Said Complex, which is a demarcated portion of the Larger Property, being owned by the Owner herein for the purpose of constructing 28 nos. of bungalows within the Said Complex, capable of being held and enjoyed independently, on the agreed terms and conditions in the project. The Owner has become the sole and absolute owner in respect of the land within the Said Complex vide the below mentioned Conveyances:

Deed No.	Registry Office	R.S./L.R. Dag	Total Area in Dag (in dec.)	Said Complex (in dec.)
00321/2010	ARA-I	489	251	94.3
00297/2010	ARA-I	496	240	0.8
00321/2010	ARA-I			
00296/2010	ARA-I	498	463	72.8
00294/2010	ARA-I			
00321/2010	ARA-I			
<b>Total:</b>				<b>167.9</b>

- 5.4 **Mutation:** Subsequent to the above purchase, the Vendor mutated its name in the records of the Block Land and Land Reforms Officer, Bhangar-II, under L.R. Khatian No. 888.
- 5.5 **Approvals:** With the intention of developing and commercially exploiting the land of the Said Complex by constructing Newtown Villas Phase-1 thereon and selling/transferring various bungalows/apartments/spaces/units/shops and garages/closed parking spaces therein, the Vendors have obtained the layout plan, building plan bearing No. 1496/ZP/ ENGG/BP/22 dated **28.12.2022 (Sanctioned Plan)**, specifications and approvals for the Said Complex (including the Said Bungalow, Garages/Closed Parking Spaces and Commercial units / shops) duly sanctioned by the Competent Authority i.e. **Zila Parishad, South 24 Parganas** for construction of the Said Complex, which shall include all further sanctions, vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Zila Parishad, South 24 Parganas and other concerned authorities.



- 5.6 **RERA Registration:** The Vendors have registered the Said Complex as a 'Real Estate Project' with the Real Estate Regulatory Authority ("**RERA Authority**") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with Registration No. \_\_\_\_\_ for **Newtown Villas Phase-1**.
- 5.7 **Allotment to Purchaser:** Pursuant to an application made by the Purchaser herein for purchase of a bungalow in the Said Complex, the Developer by its letter dated \_\_\_\_\_ (**Allotment Letter**) agreed to allot in favour of the Purchaser, the Said Bungalow at and for the agreed consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), **subject to** the Purchaser agreeing to the terms and conditions contained in the Allotment Letter as also to the Application Form and **subject further to** the Purchaser making payment of the agreed and settled price in the manner and by the installments agreed between them.
- 5.8 **Agreement for Sale:** Subsequent to the Allotment Letter dated \_\_\_\_\_ issued by the Developer to the Purchaser, the Vendors and the Purchaser have executed a Registered Agreement for Sale dated \_\_\_\_\_, registered in the Office of the \_\_\_\_\_, recorded in Book No. I, Volume No. \_\_\_\_\_, at Pages \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year \_\_\_\_\_ (**Sale Agreement**), in respect of the Said Bungalow And Appurtenances on the terms and conditions contained therein.
- 5.9 **Completion of Construction:** The Developer has since completed construction of the Said Complex in all respects and has accordingly obtained the Completion Certificate/Building Occupation Certificate.
- 5.10 **Calling Upon Purchaser to Take Possession:** Upon such completion of construction, the Vendors called upon the Purchaser to take possession of the Said Bungalow contained in the Said Complex and upon payment of the agreed settled price in full and also upon compliance of all the formalities and pursuant thereto the Purchaser has taken possession of the Said Bungalow after satisfying himself in all respects with the Plans sanctioned by the Authority, the construction of the Bungalow, the Common Portions and the Said Bungalow made by the Vendors (including the quality and specifications thereof, the carpet area, built up area, the workmanship, specifications, quality of materials used and the structural stability of the Bungalow) and confirms that the Vendors have complied with all their obligations and that the Purchaser has no claim of whatsoever nature against the Vendors on any account whatsoever and the Purchaser after such satisfaction has agreed to conclude the contract herein by executing and registering this Deed of Conveyance.
6. **Transfer:**

6.1 **Hereby Made:** In pursuance of the Allotment Letter in favour of the Purchaser and the Purchaser requesting the Vendors to convey/grant the Said Bungalow And Appurtenances, described in **Part-II** of the **Second Schedule** hereto and in consideration of the Purchaser agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter:-

6.1.1 **By Vendor:** The Vendors doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser, the Said Bungalow And Appurtenances, being the:

- (a) **Said Bungalow:** Said Bungalow, more fully described in **Part-I** of the **Second Schedule** hereto and delineated on **Plan-B** annexed hereto and bordered in **Green** colour thereon,
- (b) **Share In The Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the Common Portions, described in the **Third Schedule** hereto, as be attributable to the Said Bungalow,
- (c) **Other Appurtenances:** All other rights appurtenant to the Said Bungalow.

7. **Consideration:** The aforesaid sale and/or transfer of the Said Bungalow And Appurtenances in favour of the Purchaser is being made in consideration of the total agreed and settled sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (**Agreed Consideration**), which includes the consideration received towards price of the Said Bungalow including the price of land and the Share in the Common Portions and the Vendors hereby and by the Receipt and Memo mentioned below, admit and acknowledge the same.

8. **Terms of Transfer:**

8.1 **Conditions Precedent:**

8.1.1 **Title, Plan and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser has fully satisfied himself about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification, objection, dispute or proceeding regarding the same and also further waives the right, if any, to do so:

- (a) The right, title and interest of the Vendors in respect of the Complex, and the Said Bungalow And Appurtenances;
- (b) The Plans as approved by the Authority;



- (c) The design, layout, accommodation, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Building/Bungalow and the Common Portions including the quality, specifications, materials, workmanship and structural stability thereof.

8.1.2 **Measurement:** The Purchaser is fully satisfied in all respects whatsoever regarding the area of the Said Bungalow and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

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

8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.2.2 **Absolute:** absolute, irreversible and perpetual.

8.2.3 **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, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **Third Schedule** below, respectively in common with the Intending Purchaser.

8.2.5 **Other Rights:** together with all other rights appurtenant to the Said Bungalow And Appurtenances.

8.3 **Subject to:** The transfer of the Said Bungalow And Appurtenances being effected by this Conveyance is subject to:

8.3.1 **Payment of Common Expenses:** the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (**Common Expenses**), an indicative list of which is given in the **Fourth Schedule** below.

8.3.2 **Easements And Quasi-easements:** the Purchaser observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easements and Quasi-easements**), described in the **Fifth Schedule** below.

8.3.3 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations, restrictions and covenants (collectively **Covenants**), described in the **Sixth Schedule** below.

8.3.4 **Indemnification by the Vendors:** indemnification by the Vendors about the correctness of its title.

8.3.5 **Indemnification by Purchaser:** indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Vendors and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendors and/or their successors-in-interest or assigns by reason of any default of the Purchaser.

**9. Possession:**

9.1 **Delivery of Possession:** At or before the date hereof, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Bungalow has been handed over by the Vendors to the Purchaser, which the Purchaser admits, acknowledges and accepts.

**10. Outgoings:**

10.1 **Vendors to Bear:** All taxes, surcharges, outgoings and levies of or on the Said Bungalow And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Bungalow And Appurtenances to the Purchaser (**Possession Date**), whether as yet demanded or not, shall be borne, paid and discharged by the Vendors and all liabilities, outgoings, charges, taxes and levies relating to the Said Bungalow And Appurtenances shall be borne, paid and discharged by the Purchaser from the Possession Date.

**11. Holding Possession:**

11.1 **Purchaser Entitled:** The Vendors hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Bungalow And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendors or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendors.

**12. Further Acts:**

- 12.1 **Vendors to do:** The Vendors hereby covenant that the Vendors or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Bungalow And Appurtenances.

**13. General:**

- 13.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Bungalow And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 13.2 **Inclusion of General Terms and Conditions:** All terms and conditions contained in the Allotment Letter and the Agreement for Sale shall be deemed to be included and be a part of this Conveyance and in case of contradiction of terms and conditions of the Allotment Letter and the Agreement for Sale with those contained herein, the terms and conditions of this Conveyance shall prevail.
- 13.3 **Future Phases:** The Vendors are being entitled to the development and commercial exploitation on the remaining land left out from the Larger Property at its discretion (**Further Phase Land**). The Promoter may also acquire contiguous lands (**Future Property**) in future and shall at its discretion be entitled to commercially exploit both **Further Phase Land** and **Future Property** to construct multistoried towers consisting of residential and commercial spaces and garages/closed parking spaces in future in single or multiple phases, capable of being held and enjoyed independently, on the agreed terms and conditions, in full or in part, as per the necessary sanction being granted by the concerned authority to be known as "**Newtown Villas Future Phases**" or any other name as the Promoter may deem fit and proper.
- 13.4 **Common Areas for Newtown Villas:** The Said Complex and Newtown Villas Future Phases, as the Promoter may from time to time decide, shall be connected by common entry/exit gates with network of driveways and pathways and there shall also be certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions which may be common between the Phases of the Newtown Villas. The Purchaser is made aware that the Vendors may



be required to obtain new/revised/amended environmental clearance from time to time owing to new/revised requirements of applicable laws and the Purchaser hereby gives his/her irrevocable consent to the Vendors to apply and obtain such new/revised/amended Environmental Clearance Certificate and that no separate and/or further consent will be required to be obtained by the Vendors from the Purchaser in this regard.

#### 13.4 **Entitlements of the Vendors:**

13.4.1 The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Shrachi Keventer Abasan Pvt Ltd" and/or "Newtown Villas" (**Said Signage**) of the Vendors being erected on the parapet walls and/or the facade of the Said Complex and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Vendors. The Vendors shall maintain the Said Signage at its own cost and in this regard, the Facility Manager, shall have no connection with such maintenance. If the Said Signage is illuminated, the Vendors shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Vendor to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing of the Said Signage, the Vendors and/or the men and agents of the Vendors shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the same without any obstruction or hindrance either from the Purchaser or the Facility Manager for all times to come. The Purchaser further agrees not to use the name/mark "Newtown Villas" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Bungalow and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Vendors and shall further be liable for prosecution for use of such mark.

#### 14. \_\_\_\_\_ (**Said Club**):

14.1 **For Complex Co-Owners:** The Vendors have decided to provide certain conveniences and facilities for intending purchasers of the Said Complex named as \_\_\_\_\_ (**Said Club**) under the terms and conditions mentioned in the said Sale Agreement between the Parties herein. It is clarified that the conveniences and facilities of the Said Club shall be decided by the Vendors and the same shall be final and binding on the Allottee. A list of the proposed

conveniences of the Said Club has been provided in **Seventh Schedule**.

**15. Interpretation:**

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**First Schedule**  
**[Said Complex]**

**ALL THAT** the piece and parcel of plots of land admeasuring an area of 167.9 (one hundred sixty seven point nine) decimal, be the same a little more or less, equivalent to 6794.82 (six thousand seven hundred and ninety four point eight two) square meter, be the same a little more or less, for residential purpose, comprised in R.S./L.R Dag nos. 489, 496 and 498, at Mouza Chanda Kanthalberia, J.L. No. 8, Police Station Kolkata Leather Complex (formerly Bhangar), Sub-Registration District Bhangar, District South 24 Parganas, West Bengal, delineated on the **Plan-A** annexed hereto and bordered in **Green** colour thereon. Details of the Said Complex is given in the table below:

<b>Mouza</b>	<b>R.S./L.R. Dag No.</b>	<b>L.R. Khatian No.</b>	<b>Area (in dec.)</b>
Chanda Kanthalberia	489	888	94.3
Chanda Kanthalberia	496	888	0.8
Chanda Kanthalberia	498	888	72.8
<b>Total:</b>			<b>167.9</b>

The **Said Complex** is butted and bounded as follows:

**On the North** : By \_\_\_\_\_  
**On the East** : By \_\_\_\_\_  
**On the South** : By \_\_\_\_\_

On the West : By \_\_\_\_\_

**Second Schedule**  
**Part-I**  
**(Said Bungalow)**

The Said Bungalow, being \_\_\_\_\_-Type Residential Bungalow No. \_\_\_\_\_, having total carpet area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less lying and situate on land admeasuring \_\_\_\_\_ Square meters comprising in R.S./L.R. Dag No. \_\_\_\_\_ under L.R. Khatian No. 888, being constructed within the Said Complex named '**Newtown Villas Phase 1**'. The Said Bungalow is delineated on the **Plan-B** annexed hereto and bordered in **Green** colour thereon.

**Part-II**  
**(Said Bungalow And Appurtenances)**  
**(Subject Matter of Conveyance)**

The Said Bungalow, being \_\_\_\_\_-Type Residential Bungalow No. \_\_\_\_\_, having total carpet area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less, more fully described in **Part-I** of the **Second Schedule** hereto **Together With** undivided, proportionate, indivisible and impartible share and/or interest in the common areas, parts, amenities and facilities in the Said Complex, described in the **Third Schedule** hereto, as be attributable to the Said Bungalow and as are common between all the intending purchasers of the Said Complex/Said Project, namely, '**Newtown Villas**' **And Together With** all other rights appurtenant to the Said Bungalow.

**Third Schedule**  
**(Common Portions)**

1. Internal roads, path and passages and circulation area in existing and future phases.
2. sewerage and drainage facilities in existing and future phases.
3. Rain water harvesting tank and network system in existing and future phases.
4. Boundary wall and security room in existing and future phases.

**Fourth Schedule**  
**(Common Expenses)**

1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-



building, re-constructing, lighting and renovating the Common Portions.

2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including generator, firefighting equipment, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Portions.
3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Portions, including durwans, sweepers, plumbers, electricians, etc. and their perquisites, bonus and other emoluments and benefits.
4. **Maintenance Body:** Establishment and all other expenses of the Maintenance Body (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Vendors until handing over to the Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Bungalows and/or the Common Portions, *inter alia*, against earthquake, fire, mob violence, damages, civil commotion, lighting, etc.
6. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.
7. **Electricity:** Electricity charges for the electrical energy consumed for the Common Portions.
8. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
9. **Rates and Taxes:** Property Tax, Water Tax, surcharge, outgoings and levies in respect of the Complex and the Building save those separately assessed on the Purchaser.
10. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Vendor to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

**Fifth Schedule**  
**[Easements And Quasi-easements]**

The Purchaser and the other intending purchasers shall allow each other, the Vendors and the Maintenance Body, the following rights, easements,

quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Complex and Newtown Villas Future Phases.
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Building by other and/or others thereof.
4. **Right over Common Portions:** The absolute unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Appurtenances of Said Bungalow And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Bungalow And Appurtenances.
6. **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Bungalow, including the Said Bungalow And Appurtenances or any other bungalow/apartment for the purpose of repairing any of the Common Portions or any appurtenances to any bungalow/apartment and/or anything comprised in any bungalow/apartment, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.

#### **Sixth Schedule (Covenants)**

1. The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed under all laws both prevailing as well as those enacted hereafter, including the provisions of the West Bengal Apartment Ownership Act, 1972 as amended from time to time (**Apartment Ownership Act**) and the rules and/or bye-laws framed and/or to be framed thereunder and/or by the Maintenance Body for looking after the management, administration and maintenance of the Common Portions, the common areas, facilities and amenities of the other buildings within the Said Complex and future phases and the facilities/amenities thereat.

2. The Purchaser shall on and from the Possession Date of the Said Bungalow pay all property taxes, rates, charges, levies, impositions and outgoings payable for the time being by the Purchaser as owners or the occupiers of the Said Bungalow And Appurtenances including Common Expenses in respect of the Said Complex and future phases proportionately and the Said Bungalow wholly.
3. The Purchaser shall join and/or become members of the association formed under the provisions of the Apartment Ownership Act and/or otherwise for carrying out maintenance and upkeep of the Common Portions (**Maintenance Body**).
4. The Purchaser shall also pay all other liabilities and/or charges for repairs, maintenance and replacements payable by the Purchaser under the provisions of the Apartment Ownership Act and the rules and/or bye-laws framed and/or to be framed thereunder and/or as may be imposed as maintenance and management charges by the Maintenance Body for looking after the management, administration and maintenance of the Common Portions.
5. The Common Portions described in the **Third Schedule** hereto shall at all times be held by the Purchaser along with all other intending purchasers for the time being of all bungalows/apartments in all the buildings of the Said Complex and future phases and shall be used and enjoyed by them in common amongst themselves.
6. The Purchaser shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the Common Portions and the Purchaser along with the other intending purchasers for the time being of different bungalows/apartments in the Said Complex and future phases thereof shall use the Common Portions for the purposes for which they are created without hindering or encroaching upon the lawful rights of other intending purchasers and occupiers of other bungalows/apartments of the Said Complex including future phases and/or other parts and portions thereof.
7. The Purchaser agrees that the Said Bungalow shall always be treated as a part and parcel of the Said Complex including its future phases and the Purchaser shall never be entitled on any ground whatsoever to make partition or division or to claim to have partition of the Said Bungalow from the Said Complex and shall always be liable to bear the common expenses as agreed between the Parties herein and shall always adhere to the rules and regulations of the Facility Manager/Association (upon formation) as may be framed from time to time.
8. The right of user of the Purchaser of the Common Portions shall not be transferable except along with the Said Bungalow hereby sold and



shall be deemed to be transferred with the Said Bungalow even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

9. The Purchaser agrees, undertakes and covenants to not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Said Complex and/or the transfer, sale or disposal of any other bungalow/apartment or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors or any of them may suffer in this regard.
10. The Purchaser agrees, undertakes and covenants not to obstruct or hinder the development of the Newtown Villas Future Phases.
11. The Purchaser shall use the Said Bungalow only for residential purposes and shall not allow the Said Bungalow to be so used as to cause annoyance to the owners/occupiers of the adjoining or neighbouring apartments/buildings and shall not also allow it to be used for any unhygienic, unlawful or immoral purposes or purposes subversive to the Government established by law in India.
12. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Vendors of from and against all losses, damages claims, demands, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser. The Purchaser hereby further agrees and undertakes to indemnify and keep indemnified the Vendors also against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendors relating to the above.
13. The Purchaser admits, acknowledges and understands that notwithstanding anything herein stated, all Common Portions will be those whose user rights are not earmarked for specific persons or for specific purposes.
14. The Purchaser agrees, undertakes and covenants to not object to any change and/or variation in the Purchaser's share in the Common Portions that may result due to addition of the Newtown Villas Future Phases with the Said Complex.

**Seventh Schedule**  
**Said Club - Conveniences**

1.	Gym	2.	Indoor games room
3.	Turf games on the terrace of Club	4.	Party zone with barbeque
5.	Children's play zone	6.	Central green zone with seating area
7.	Cafeteria	8.	A Gallery on the 1 <sup>st</sup> floor, above multipurpose room
9.	The Community Hall. The Hall should be designed for multipurpose usage, it can be used as an indoor badminton / volleyball court	10.	Spa with steam and Jacuzzi
11.	Yoga and Zumba Room	12.	Swimming pool with bay pool
13.	Steam and Sauna facility.		

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals on this the day, month and year first above written.

Scaled, signed and delivered by the

**VENDORS AND PURCHASER** in presence of:

Witnesses:

1.

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OWNER

2.

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DEVELOPER

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PURCHASER

**Drafted by:**



**Receipt and Memo of Consideration**

Received from the within named Purchaser the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards full and final payment of the Agreed Consideration for sale of the Said Bungalow And Appurtenances, described in **Part-II** of the **Second Schedule** above.

Witnesses:

1.

2.

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DEVELOPER