

DRAFT

DEED OF CONVEYANCE

ASSESSED MARKET VALUE OF RS _____ /-,

INDENTURE OF Rs. _____ /

QUERY NO. _____

PROPERTY SOLD: One self-contained residential Self Contained Flat No. _____ on the _____ Floor admeasuring an area of ____ sq.ft. (_____ sqm)Carpet Area/Saleable area along with garage/closed parking no.____ admeasuring an area of ____ sq.ft. at "**GITAJIT APARTMENT**" MOUZA PURULIA, J.L. No. 2, RS PLOT NO 14488, RS KHATIAN NO. 3329, LALMOHAN TRIVEDI LANE, NILKUTIDANGA, HOLDING NO 661, WARD NO 10, PO. & DIST. PURULIA-(WB), PIN-723101.

UDAIPUR DEVELOPER

Manoj Kumar Agastya
PARTNER

THIS INDENTURE made on this _____ day of _____ **Two Thousand and Twenty** _____

BETWEEN

1. _____ son of _____ by occupation _____ PAN _____ residing at _____
2. _____ son of _____ by occupation _____ PAN _____ residing at _____

all are by faith Hindu and by nationality Indian, hereinafter jointly and collectively referred to as the "OWNERS" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators, legal representative, and/or nominees) of the **FIRST PART**;

AND

_____ a proprietorship concern, having its office at represented by its sole proprietor _____ son _____ of by faith _____ by occupation _____ by Nationality having PAN _____ residing at _____ hereinafter referred to as the "DEVELOPER" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrator, legal, representatives, successor-in-interest and/or nominees) of the **SECOND PART**;

AND

[If the Allottee is a Company] _____ (CIN No) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____ (PAN, represented by its authorized signatory,(Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a Partnership],, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____) represented by its authorised partner,(Aadhar No.) authorised vide hereinafter referred to as the Allottee (which expression shall unless repugnant to the

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context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a HUF]

Mr./Mrs. _____ (Aadhar No. _____) son/daughter of _____ aged about _____ FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at _____ (PAN _____) hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is an individual]

Mr./Mrs. _____ (Aadhar No. _____) son/daughter of _____ aged _____ about residing at _____ (PAN _____) hereinafter referred to as the Purchasers (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Developer and Purchasers shall hereinafter collectively be referred to as the Parties and individually as a Party of the **THIRD PART**:

SECTION- I # INTERPRETATION:

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- (i) **"Agreed Consideration"** shall mean the consideration mentioned in PART-I of the FIFTH SCHEDULE hereto and payable by the Purchaser to the Builder for acquiring the said Unit.

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- (ii) **"Architects"** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.
- (iii) **"Association"** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (iv) **"Buildings"** shall mean ____ and ____ BHK Apartments having One Block of Apartments a total of _____ apartments of different types in G+ ____ storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.
- (v) **"Built-Up Area" and/or "Covered Area"** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.
- (vi) **"Carpet Area"** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (vii) **"Car Parking Area"** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (viii) **"Common Area" means-**
 - i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Real Estate (Regulation and Development) Act, 2021, the entire land for that phase;

- ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
 - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;
 - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
 - v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provide in the real estate project;
 - viii) all other potion of the project necessary or convenient for its maintenance, safety etc ., and in common use;
- (ix) **"Common Expenses"** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.
- (x) **"Common Portions"** shall mean the common areas and installations in the Buildings and the Premises that are more fully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- (xi) **"Common Purposes"** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.

- (xii) **"Corpus Deposit or Sinking Fund"** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.
- (xiii) **"Family Members"** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.
- (xiv) **"Land"** shall mean the entire land ALL THAT the piece and parcel of _____ with all easement rights, more fully & particularly mentioned and described in the First Schedule hereunder written.
- (xv) **"Maintenance Agency"** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder for the Common Purposes.
- (xvi) **"Municipal Corporation"** shall mean the _____ Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xvii) **"Notice of Possession"** shall mean the notice given by the Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.
- (xviii) **"Plan" or "Plans"** shall mean the plan sanctioned by the _____ Municipality; vide Building Plan(s) Memo No. _____ (Valid upto _____) for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.
- (xix) **"Premises"** shall mean the Land including the Buildings and other structures to be constructed thereon.

- (xx) **"Project"** shall mean the work of development undertaken and to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats / Units are made over to the respective Unit Owners.
- (xxi) **"Proportionate"** with all its cognate variations shall mean the ratio the Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.
- (xxii) **"Proportionate Undivided Share"** in relation to a Flat shall mean the proportionate variable undivided indivisible and importable share in the Land comprised in the Premises that is attributable to such Flat at any point of time.
- (xxiii) **"Said Flat"** shall mean the Flat No. on the Floor admeasuring an area of sq.ft. (_ _ sqm) Carpet Area/Saleable area along with garage/closed parking no. admeasuring an area of sq.ft. at **"GITAJIT APARTMENT"** MOUZA PURULIA, J.L. No. 2, RS PLOT NO 14488, RS KHATIAN NO. 3329, LALMOHAN TRIVEDI LANE, NILKUTIDANGA, HOLDING NO 661, WARD NO 10, PO. & DIST. PURULIA-(WB), PIN-723101 described in PART-I of the SECOND SCHEDULE hereto.
- (xxiv) **"Said Undivided Share"** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.
- (xxv) **"Said Unit"** shall mean the said Flat, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.
- (xxvi) **"Said Garage"** shall mean a place within a described in Part-II of the SECOND SCHEDULE hereto.
- (xxvii) **"Saleable Area"** of a Flat shall mean the Built-Up Area of such Flat and the Proportionate Undivided Share attributable to such Flat.
- (xxviii) **"Unit"** shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share

attributable to such Flat and the right of common use of the Common Portions thereto.

(xxix) **"Unit Owners"** shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such Flats / apartments / Units which are retained and/or not alienated

and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.

(xxx) **"Vehicles Parking Space"** shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Builder for parking private cars and two wheelers of the Unit Owners.

(xxxi) **"Builder's Advocates"** shall mean Jurist Legal, of _____ who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the development, construction, sale and transfer of the Units including the said Unit, in the Premises.

(xxxii) **"Masculine"** gender shall include the "Feminine" and "Neuter" genders and vice versa.

(xxxiii) **"Singular"** number shall include the "Plural" and vice versa.

(xxxiv) **"Completion Certificate"** shall mean Completion Certificate issued by the _____ Municipality on dated _____ for the grant of partial Completion Certificate.

(xxxv) **"Rights on Purchaser's Default"** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser.

(xxxvi) **"Said Sale Agreement"** shall mean the Agreement made between the Vendors herein, therein also referred to as the Vendors of the First Part, the Builder herein, therein also referred to as the Builder of the Second Part, and the Purchasers herein, therein also referred to as the Purchasers of the Third Part whereby the Vendors and the Builder have agreed to sell and the Purchasers have agreed to purchase the Said

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Flat and or for the consideration and on the terms and conditions, as therein contained.

(xxxvii) **"Said Unit"** shall mean the said Flat, the said Vehicle Parking Space and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.

(xxxviii) **"Singular"** number shall include the "Plural" and vice versa.

B. The Vendors are the absolute owners of the said Premises.

C. The facts describing the devolution of title of the Vendors to the Premises are more particularly mentioned in the **SEVENTH SCHEDULE** hereto.

D. The Purchasers herein being desirous of purchasing ALL THAT the said Unit, approached and requested the Vendors and the Builder to sell the said Unit to the Purchasers, when accepting the said request of the Purchasers, by the Said Sale Agreement, the Vendors and the Builder agreed to sell and the Purchasers agreed to purchase the said Unit at or for the consideration and on the terms and conditions, more fully therein contained.

E. In due course the builder has completed the construction of the said project accordance with necessary approvals and sanctioned plans and named the complex "_____ " and fulfilled all terms and conditions of the said Development Agreement and subsequent Amendments up to date.

F. The Vendors and the Builder have since caused construction and completed construction of the Said Unit in accordance with the Plans and obtained the Completion Certificate from _____ Municipality issued on letter dated for the grant of Completion Certificate and have issued to the Purchasers the Notice of Readiness and the Notice of Possession in terms of the Said Sale Agreement.

G. The Purchasers having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of these presents and have no claim and /or demand of whatsoever nature include pecuniary.

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H. Now at the request of the Purchasers, the Vendors and the Builder have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Purchasers in the manner as hereinafter contained.

I. It is recorded that at or before execution of these presents, the Purchasers have by obtaining independent professional services, examined and fully satisfied themselves as to the following:

- (a) The title of the Vendors to the Premises and also the Said Unit,
- (b) The right of the Builder in respect of the Project;
- (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents;
- (d) The Plans sanctioned by the _____ Municipality;
- (e) The total measurement of the Said Unit including the Super Built-Up Area thereof;
- (f) The specifications of materials used for construction of the Said Unit and the Buildings; and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

SECTION - II # WITNESSETH :

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. _____/- (Rupees _____ only) by the Purchasers to the Builder paid at or before the execution hereof (the receipt whereof the Builder doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the Said Unit being hereby conveyed) the Vendors and the Builder do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchasers **ALL THAT** the Flat, being Flat No. _____ on the Floor admeasuring an area of ___sq.ft. (___ sqm) Carpet Area/Saleable area as more fully and particularly mentioned and described in **PART - I** of the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** proportionate undivided share in the Land comprised in the Premises, as more fully mentioned and described in the **FIRSTSCHEDULE** hereunder written and attributable to the Said Unit, **TOGETHER AND WITH** like proportionate undivided share in the Common Portions, fully mentioned and described in the **THIRD SCHEDULE** hereunder written and attributable to the Said Unit, **AND TOGETHER WITH**

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the right to park one car in Car Parking Space No_____, in the as allotted in the Said Vehicle Parking Space at the Premises, if so categorically sold and purchased under these presents and as more fully mentioned in **PART - II** of the within mentioned **SECOND SCHEDULE**, (all hereinafter collectively referred to as "the **Said Unit**"), **AND TOGETHER ALSO WITH** the right to use and enjoy the Common Portions in common with the other Unit Owners of the Building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors and/or the Builder into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Purchasers absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchasers' covenants and agreements hereunder contained and on the part of the Purchasers to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the **FIFTH SCHEDULE** hereunder written and the Said Sale Agreement) **AND ALSO SUBJECT** to the Purchasers paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Unit wholly and the Premises and in particular the Common Portions proportionately.

SECTION - III # VENDORS' AND BUILDER'S COVENANTS:

I. THE VENDORS AND THE BUILDER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The right, title and interest which the Vendors and the Builder doth hereby profess to transfer subsists and that the Vendors and the Builder have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the Said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or the Builder or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

iii) The Builder for the time being, and subsequently the Association or Maintenance Company, after handing over the charge of maintenance and management of the Premises to the Association or Maintenance Company by the Builder, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted sold conveyed and transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers

iv) The Builder for the time being, and the Association or Maintenance Company. upon the Builder handing over all relevant documents in respect of the said Premises to the Association or Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same safe un-obliterated and un-cancelled.

SECTION - IV # PURCHASERS' COVENANTS:

I THE PURCHASERS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE VENDORS AND THE BUILDER as follows:

1. The Purchasers agree and bind themselves that the Purchasers shall and will at all times hereafter abide by and observe the restrictions (a) set-forth in the **FIFTH SCHEDULE** hereunder written and contained in the Said Sale Agreement.
2. The Purchasers have also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Premises and rules made there under and also acquainted itself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
3. As from the date hereof, the Purchasers bind themselves to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Municipal Corporation Provided That so long as the Said Unit is

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