

**CONVEYANCE**

**THIS INDENTURE** is executed at Kolkata on this \_\_\_ day of \_\_\_\_\_, 2018, **BY AND BETWEEN (1) SHRI RAAJ BARDHAN JAYASWAL (PAN - ACYPJ2463N)**, son of late Shri Samar Singh Jayaswal, by Religion - Hindu, by occupation business, residing at No.74/1, Sheikh Para lane, Police Station and Police Station - Shibpur, District - Howrah - 711102, hereinafter referred to as the **“FIRST CONFIRMING PARTY”** of the **FIRST PART (2) M/S. SHAKUNTALA INFRATECH LLP (PAN \_\_\_\_\_)** having its registered office at Room No. 16A/2, 16<sup>th</sup> Floor, Everest House, 46C, Jawaharlal Nehru Road, P.S. - Shakespeare Sarani, P.O. - \_\_\_\_\_ Kolkata -700071 represented by its authorized partner \_\_\_\_\_ **(PAN - \_\_\_\_\_)** and having Aadhar Number \_\_\_\_\_, son of

\_\_\_\_\_, residing at \_\_\_\_\_ P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata- 700\_\_\_\_, hereinafter referred to as the “**SECOND CONFIRMING PARTY**” of the **SECOND PART (3) VAC REALTY LLP (PAN-AAMFV8252H)** a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office as also principal place of business at 23A Netaji Subhas Road, 2<sup>nd</sup> Floor, Room No.8 Kolkata-700001, represented by its authorized partner **MR. AMARJIT BANTHIA (PAN-ADKPB5333L)** and having Aadhar Number \_\_\_\_\_, son of late Bhikam Chand Bantia, residing at \_\_\_\_\_ P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata- 700\_\_\_\_, hereinafter referred to as the “**VENDOR**” of the **THIRD PART**

**(4)** Mr. / Ms. \_\_\_\_\_, (PAN \_\_\_\_\_ ), (Aadhar no. \_\_\_\_\_) son / daughter / wife of \_\_\_\_\_, aged about \_\_\_\_\_, by faith \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_ P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, hereinafter referred to as the “**PURCHASER**” of the **FOURTH PART.**

**BACKGROUND:**

- A. The First Confirming Party is the absolute and lawful owner of the property described in the **FIRST SCHEDULE** hereto (the “**SAID LAND**”) as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B. The First Confirming Party intended to develop the Said Land as aforesaid (and also any further adjacent and / or contiguous parcels of land, as and when purchased, if any, and added to the Said Land) to be developed by construction of an integrated complex mainly comprising of residential apartments in several buildings as also commercial units, and also consisting of other spaces and common areas to be known as “\_\_\_\_\_” and to be constructed in several phases (the “**PROJECT**”).
- C. Initially the First Confirming Party and the Second Confirming Party had entered into a development agreement on the 6<sup>th</sup> day of February, 2015, which documents were duly registered in the office of D. S. R. Howrah and recorded in Book No. I, CD Volume No. 6, Pages 2223 to 2261 being No. 1252 for the year 2015 and in terms of the said Agreement, the First Confirming Party had granted a power

of attorney also which documents were duly registered in the office of DSR Howrah (collectively the “**ORIGINAL AGREEMENT & POA**”) for developing and constructing the Project on the Said Land, for the consideration and subject to the terms and conditions contained therein;

- D. The First Confirming Party and the Second Confirming Party (in terms of the Original Agreement and POA) caused the Said Land converted from “Sali” to “Housing Complex”, caused to be prepared the plans for construction on the Said Land, paid up to date tax and “khazna”, caused to have the soil testing done and electricity connection installed. The Second Confirming Party thereafter decided not to develop the Said Land alone, and with the consent and concurrence of the First Confirming Party, being the owner of the Said Land agreed to develop the Said Land jointly with the Vendor herein.
- E. The First Confirming Party and the Second Confirming Party, thereafter, executed an agreement thereby cancelling the Original Agreement And POA and the said cancellation agreement was registered on 25<sup>th</sup> January, 2016, vide deed No. 050102199 for the year 2016, and deed no. 050100205 respectively, both in the office of DSR Howrah.

- F. On the same day i.e., 25<sup>th</sup> January, 2016, another agreement was executed by and between the First Confirming Party, the Vendor and the Second Confirming Party, which was registered in the office of D.S.R. Howrah in Book No. I, Volume- 0501-2016, Pages 57180 to 57259 being No. 050102210 for the year 2016. (the “**SECOND AGREEMENT**”)
- G. A power of attorney was also granted by the First Confirming Party to the representatives of the Vendor and the Second Confirming Party on 25<sup>th</sup> January, 2016, which was also registered in the office of DSR Howrah, in Book No. I, Volume No. 0501 – 2016, pages 140431 being no. 05015534 for the year 2016. (the “**SECOND POA**”)
- H. A plan for construction of building(s) mainly comprising of residential flats and areas required for common use thereof on the Said Land as a part of the Project has been got sanctioned from the Howrah Zilla Parishad (the “**ORIGINAL PLAN**”).
- I. Sometime after the execution and registration of the Second Agreement and the Second POA, the First Confirming Party, the Vendor and the Second Confirming Party decided to change their respective consideration and/or entitlement to

be received from the development of the Said Land and the Second Agreement and the Second POA were cancelled on the same day by executing documents for cancellation both registered at D.S.R. Howrah, registered in Book No. I, Volume No. 0501 - 2016, Pages 254490 to 254503 being no. 050110109 for the year 2016 and the cancellation of POA in Book No. IV Volume No. 0501 - 2016 pages 15797 to 15809 being No. 050100896 for the year 2016.

- J. The First Confirming Party, the Vendor and the Second Confirming Party thereafter executed a third agreement (the “**THIRD AGREEMENT**”) on the 21<sup>st</sup> day of September, 2016, and the First Confirming Party also granted a power of attorney to the representatives of the Vendor and the Second Confirming Party for development of the Said Land and/or the Project and/or for sale of the respective entitlements of the Vendor and the Second Confirming Party (the “**THIRD POA**”) and both these documents were duly registered at D.S.R. Howrah. The Third Agreement was registered in Book No. I, Volume No. 0501-2016 page from 275395 to 275464 and the Third POA was registered in Book No. I, Volume No. 0501 - 2017 pages from 8814 to 8833 being no. 050100278 for the year 2017.

- K. Sometime after the execution and registration of the Third Agreement and the Third POA, the First Confirming Party, the Vendor and the Second Confirming Party decided to change their respective consideration and/or entitlement to be received from the development of the Said Land and the Third Agreement and the Third POA were cancelled on the same day on 8<sup>th</sup> March, 2018, by executing documents for cancellation both registered at D.S.R. Howrah, registered in Book No. I, Volume No. 0501 - 2018, Pages 50472 to 50494 being no. 050101738 for the year 2018.
- L. On the same day i.e., 8<sup>th</sup> March, 2018, another agreement was executed by and between the First Confirming Party, the Vendor and the Second Confirming Party (the “**FOURTH AGREEMENT**”) wherein the revised understanding of allocation of space to be constructed on the basis of Original Plan already sanctioned and / or construction to be made in accordance with the Original Plan thereof was recorded. The Fourth Agreement also recorded the demarcation of the said allocation of space to be constructed and/or caused to be constructed by the Vendor for itself and on behalf of the First Confirming Party and the Second Confirming Party. The Fourth Agreement further recorded that upon completion of the all such constructed spaces the Vendor shall handover such constructed spaces as per the said

allocation to the First Confirming Party and the Second Confirming Party and/or their nominees and/or transferees, as the case maybe, and retain and/or be entitled to dispose-off the constructed area of its own allocation. The Fourth Agreement dated 8<sup>th</sup> March, 2018 was registered in the office of D.S.R. Howrah in Book No. I, Volume - 0501-2016, Pages 51539 to 51592 being No. 050101746 for the year 2018.

- M. A power of attorney was also granted by the First Confirming Party to the representatives of the Vendor and The Second Confirming Party on the 28<sup>th</sup> day of May 2018, which was also registered in the office of DSR – I Howrah, in Book No. 1, Volume No. 0501-2018, pages 94300 to 94323 being no. 050102997 for the year 2018. (the “**SAID POA**”)
- N. It has also been agreed between the First Confirming Party, the Vendor and the Second Confirming Party that the monetary transaction made under the Original Agreement and the Second Agreement will be carried forward to the new agreement and will be treated as part of advance money paid to the First Confirming Party in terms of the Fourth Agreement.
- O. The Vendor with the consent and concurrence of the First Confirming Party and the Second Confirming Party caused



the Original Plan to be revised, whereby additional areas and also some additional commercial areas which can be constructed, have been added and the said revised plan was duly got sanctioned from the concerned authority (the “**SAID PLAN**”).

- P. After the Said Plan was got sanctioned, the First Confirming Party, the Vendor and the Second Confirming Party made some revised allocation amongst themselves of the spaces to be constructed as per the Said Plan and by an agreement supplemental to the Fourth Agreement which was executed and/or signed on the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the First Confirming Party, the Vendor and the Second Confirming Party (the “**SAID AGREEMENT**”) the said revised allocation of space to be constructed on the basis of Said Plan already sanctioned and / or construction to be made in accordance with the Said Plan was recorded. The Said Agreement also recorded the demarcation of the said revised allocation of space to be constructed and/or caused to be constructed by the Vendor for itself and on behalf of the First Confirming Party and the Second Confirming Party. The Said Agreement further recorded that upon completion of the all such constructed spaces the Vendor shall handover such constructed spaces as per the said allocation to the First Confirming Party and the Second Confirming

Party and/or their nominees and/or transferees, as the case maybe, and retain and/or be entitled to dispose-off the constructed area of its own allocation.

- Q. The Vendor, thereafter, with the consent and concurrence of the First Confirming Party and the Second Confirming Party, took up the construction of some of the building(s) sanctioned as per the Said Plan as Phase - I of the Project, inter alia, comprising several self-contained independent units with provision of vehicle parking and other spaces, and with common areas required for beneficial use and enjoyment of the units (collectively the “**PHASE - I**”) for and on behalf of itself, the First Confirming Party and the Second Confirming Party.
- R. The Vendor in order to take up construction of Phase – I of the Project, applied for and obtained the registration number from the West Bengal Housing Industry Regulatory Authority vide registration no. \_\_\_\_\_ and the Vendor accordingly took up construction of Phase – I of the Project, in terms of the Said Plan.
- S. In terms of the Said Agreement, the “**SAID UNIT**” (as defined in the **FOURTH SCHEDULE** below) stood allocated to the Vendor. On being approached by the Purchaser the Vendor herein agreed to sell the Said Unit to

the Purchaser and thereafter an Agreement of Sale of the Said Unit dated ..... was executed by and between the Vendor and the Purchaser herein (the “**AGREEMENT FOR SALE**”).

- T. The Purchaser has since paid the full consideration of the Said Unit in terms of the Agreement for Sale.
- U. The Vendor has since completed the construction of Phase – I of the Project including the Said Unit and has also completed the construction of the common areas of Phase – I of the Project, as per details given in the **THIRD SCHEDULE** hereunder written, (the “**COMMON AREAS**”) and has obtained the completion / occupation certificate of Phase I of the Project, as applicable.
- V. The Vendor has since handed over the vacant and peaceful possession of the Said Unit to the Purchaser.
- W. The Purchaser has now requested the Vendor to sell and/or convey the Said Unit to the Purchaser.
- X. In pursuance of the aforesaid and by these presents the Said Unit and the undivided proportionate share in the Common Areas which have been constructed and / or built upon by the Vendor as also the undivided proportionate share in the

Common Areas which are not built upon and / or which are open to sky together with the right to use such Common Areas, in common, along with other occupants and maintenance staff etc. of the building/block and/or Phase – I of the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Vendor (and is being confirmed by the First Confirming Party and the Second Confirming Party) in favour of the Purchaser.

- Y. The Purchaser has understood and has accepted the under mentioned scheme of the development of Phase – I of the Project and/or of the Project.
- a. **Development of Project:** - The Project is being developed on the entirety of the Said Land, comprising Phase- I of the Project, as also other phases of the Project, which will be developed in due course of time.
  - b. **Extent of Rights:** - The rights of the Purchaser is limited to the ownership of the Said Unit and the rights appurtenant and attributable to the Said Unit. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
  - c. **Common Areas subject to change:** The Common Areas which are comprised within Phase – I of the Project and/or in other phases and/or portions of the Project

shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Vendor (without affecting the rights of the Purchaser, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas comprised within Phase – I of the Project or to be comprised in other portions of the Said Land and/or the Project.

- d. **Only User Rights in Common Areas:** - The Purchaser shall only have User Rights in the Common Areas comprised within Phase – I of the Project as also in other Common Areas of other phases of the Project to the extent required for beneficial use and enjoyment of the Said Unit and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area and/or other Common Areas of the Project.

**1. NOW THIS INDENTURE WITNESSETH THAT:**

In pursuance of the Agreement For Sale **AND** in consideration of the payments made and/or caused to be made by the Purchaser to the Vendor as more fully mentioned in the **FIFTH SCHEDULE** herein (the receipt whereof the Vendor doth hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Unit and the rights and properties appurtenant thereto) the Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser (and the First Confirming Party and the Second Confirming Party hereby confirm) **ALL THAT** the Said Unit as more fully described in the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the "**SAID UNIT**") along with the undivided proportionate share as also the right to use the Common Areas, (more fully described in the **THIRD SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the "**COMMON AREAS**") in common along with other occupants and maintenance staff etc. of Phase – I of Project and/or the Project without causing any inconvenience or hindrance to them (hereinafter collectively referred to as the "**SAID UNIT AND THE RIGHTS APPURTENANT THERETO**") **TO HAVE AND TO HOLD** the same unto the Purchaser absolutely and forever free from all encumbrances, whatsoever together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Unit And The Rights Appurtenant Thereto usually held, used, occupied,

accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Unit And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Vendor into or upon the Said Unit And The Rights Appurtenant Thereto **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter including those written in the **SIXTH SCHEDULE** hereunder written, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Unit And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed to the Purchaser by the Vendor with the Said Unit even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

**2. PURCHASER'S COVENANTS:**

The Purchaser doth hereby, agree, accept and covenant with the Vendor, the First Confirming Party and the Second Confirming Party as follows:

**2.1 Inspection of Plan / Fixtures / Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the building(s) of the Project and/or the Said Unit and is satisfied as to the Said Plan and/or the construction of the building(s) of the Project/ Phase - I and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Unit and also to the nature, scope and extent of benefit or interest in the Project and/or in the common areas.

**2.2 User:** Not to use the Said Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the Said Unit for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, clinic, gymnasium go-down or as a meeting place or for any manufacturing or industrial activity.

**2.3 Use of Common Areas within the Project/other Common Areas:** The Purchaser, along with other purchasers/ occupants of



other Units/units in the Project and/or Phase – I of the Project, will be entitled to use and enjoy only such of the Common Areas in Phase – I of the Project and/or other Common Areas within the Project, as the case may be, which would be earmarked and/or designated for common use by the Vendor, at its sole discretion.

**2.4** The mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within Phase – I of the Project or other portions of the Project) amongst the co-owners (including the Purchaser) will be decided by the Association, if required, in consultation with the Vendor. Such apportionment of maintenance expenses shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within Phase – I of the Project and/or other Common Areas of the Project, wholly or partly, as the case may be, shall be made to the Association, as the case may be, when formed and payment of the maintenance expenses of the Common Areas of the Project, in the manner so decided by the Vendor, it shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses to the Vendor, till such time it maintains such Common Areas, the Association, when formed, will be entitled to withhold /discontinue the services for the period of non-payment of such expenses by the Purchaser.

**2.5 THE PURCHASER SHALL:**

- 2.5.1 Payment of Rates and Taxes:** On and from the date notified to the Purchaser by the Vendor, as the case may be, pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Unit in the Project as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.
- 2.5.2 Colour Scheme/Modifications:** Not change/modify / alter the external façade (on all sides) of the Said Unit or to make any structural changes of any nature, in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Unit which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).
- 2.5.3 Good Order and Condition:** Keep the interiors of the Said Unit and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.
- 2.5.4 Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Unit without causing any inconvenience to the other owners/occupiers of Phase – I of the Project and/or the Project.
- 2.5.5 Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Vendor is held responsible or liable for any liability, whatsoever, for the same.

**2.5.6 Use of common amenities:** Use or permit to be used the service areas such as parking spaces, electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. only for permitted uses as per the sanctioned plan;

**2.5.7 Compliance of Maintenance rules:** Co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Vendor and/or the Association, as the case may be, in the management and maintenance of the building(s) and the Project and shall abide by the directions and decisions of the Vendor and/or the Association, as the case may be, as may be made from time to time in the best interest of the building and/or the Project;

**2.5.8 Maintenance of Said Unit:** Maintain the Said Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Unit and shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

**2.5.9 Payment of Security Deposit:** Pay to the Vendor or the Association, as the case may be, within 15 (fifteen) days of demand by the Vendor, his share of security deposit demanded by the

concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the Said Unit is situated;

**2.5.10 Notice for letting out:** If the Purchaser lets out or sells the Unit, the Purchaser shall immediately notify the Vendor or the association, as the case may be, of the tenant's/transferee's details, including address, email-ID and telephone number;

**2.5.11 Servants and Pets:** Remain fully responsible for any domestic help or drivers, maids employed by the Purchaser and any pets kept by the Purchaser; and shall ensure that the domestic help/service providers visiting the Said Unit use only the common toilets and while so using, keep the common toilets clean and dry.

## **2.6 THE PURCHASER SHALL NOT:**

**2.6.1 Repair:** Cause the Vendor or the First Confirming Party or the Second Confirming Party to undertake any repair or rectification work in the Said Unit.

**2.6.2 Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Unit and/or the amenities, utilities and/or facilities provided in the Said Unit and/or in the Project and/or in the Phase - I after the execution of these presents.

**2.6.3 Nuisance:** Do, allow or cause to be done anything within or in the vicinity of the Said Unit, which may cause nuisance or annoyance to others.

**2.6.4 Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Unit and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the building and in case any damage is caused to the building or the Said Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages;

**2.6.5 Illegal or Immoral Use:** Use or permit the user of, any portion of the Said unit, for any illegal or immoral activities.

**2.6.6 No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of Phase – I of the Project and/or in the Common Areas within Phase – I of the Project and/or other Common Areas of the Project save and except the Said Unit.

**2.6.7 Put up Letter box/signage:** No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the Said Unit or on the outside wall of the buildings so as to be visible from outside the Said Unit. Save at the place as be approved or provided by the Vendor,

provided however, nothing contained herein shall prevent the Purchaser to put a decent name plate on the outface of the main door of the Said Unit.

**2.6.8 Object to the installations:** not to object to the erection, and maintenance of hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the buildings and/or other areas in the buildings and/or the Project which may be allowed to be put up to ensure better connectivity and/or better network within the Building and/or to augment the financial resources of the Association without being required to pay any charges for the same to anyone.

**2.6.9 Restrictions and other obligations:** As from the date of possession of the Said Unit, the Purchaser agrees and covenants:

- (i) To co-operate with the Vendor and/or Association in the management and maintenance of the buildings of Phase I and/or the Project;
- (ii) To observe the rules or regulations framed from time to time by the Vendor and/or Association in respect of the Said Unit and/or the building of Phase I and/or of the Project;
- (iii) To allow the authorized representatives of the Vendor and/or Association with or without workmen to enter into the Said Unit for the purpose of maintenance and repairs;
- (iv) To pay the charges of the electricity and other utilities in or relating to the Said Unit wholly and proportionately in relating to the Common Areas;
- (v) Not to sub-divide the Said Unit and/or the car parking space, if allotted, or any portion thereof;

- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Unit and / or in the buildings of Phase I and/or of the Project or in any portion of the Common Areas save at the places indicated therefore;
- (vii) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;
- (viii) Not to fix or install air conditioner/s in the Said Unit save and except at the place/s which have specified in the Said Unit for the same;
- (ix) Not to do or cause anything to be done in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Unit or to the flooring or ceiling of the Said Unit or any other portion over or below the Said Unit or adjacent to the Said Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (x) Not to damage or demolish or cause to be damaged or demolished the Said Unit or any part thereof or the fittings and fixtures affixed thereto;
- (xi) Not to permit closing of the verandah or balconies or lobbies and Common Areas and also not to permit any alterations in the elevation;
- (xii) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xiii) Not to make in the Said Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with

- the prior approval in writing of the Vendor and/or any concerned authority;
- (xiv) Not to use the car parking space, if any allotted to the Purchaser, or permit the same to be used for any other purpose whatsoever other than for the parking of the Purchaser's own car and not to raise or put up any kutchra or "pucca" construction, grided wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
  - (xv) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchaser has been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;
  - (xvi) To use only those Common Areas for ingress and egress to the Said Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the said premises;
  - (xvii) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;



- (xviii) Not to obstruct or object to the Vendor doing or permitting anyone to do any construction, alteration or work in the said premises and/or the building;
- (xix) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other units;
- (xx) The Purchaser shall have only the proportionate right and interest in the Common Areas (save those reserved unto the Vendor) and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor or the First Confirming Party or the Second Confirming Party or the other co-owners;
- (xxi) To regularly and punctually pay and discharge to the Vendor or the Association or the concerned statutory semi-government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the Said Unit and the rights and properties appurtenant thereto and also proportionately for the Common Areas and/or portions within the 7th (Seventh) day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Unit has been taken or not by the Purchaser;
- (xxii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Vendor and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same;
- (xxiii) So long as each unit in the building is not separately assessed and mutated, the Purchaser shall from the date of

possession and/or occupancy certificate whichever is earlier be liable to pay proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Vendor on the basis of the area of the Said Unit.

- (xxiv) After taking delivery of the Said Unit, the Purchaser shall take steps to have the Said Unit separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- (xxv) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the Said Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition the Said Unit shall be deemed to be charged in favour of the Vendor or the Association as the case may be, for all such amounts falling due together with interest;
- (xxvi) In case the Vendor and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendor and/or Association and also interest at the rate of and  $\frac{1}{2}$  percent per month for the period of default on all amounts remaining unpaid together with reconnection charges.

### **3. COVENANTS OF THE VENDOR, THE FIRST CONFIRMING PARTY AND THE SECOND CONFIRMING PARTY:**

The Vendor, the First Confirming Party and the Second Confirming Party and each of them (collectively the “**TRANSFERORS**”) to the extent required doth hereby covenant with the Purchaser that;

- (i) the Transferors 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 Said Unit to the Purchaser.
- (ii) The First Confirming Party, who is having the custody of the title documents, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser, cause to be produced to the Purchaser or their attorneys or agent for inspection the title deeds in connection with the Said Land and shall give photocopies thereof and in due course of time, to handover all such title deeds to the association of the flat/unit owners, when formed.
- (iii) While handing over such documents, etc. to the association of flat/unit owners, when formed, the Transferors will also handover all relevant documents of Phase – I of the Project and/or the Project such as sanction plan, completion plan, completion certificate, electrical drawings, plumbing

drawings, fire NOC, lift licenses, generator permissions, all AMC Documents, and all other relevant documents to the elected nominees/board of managers of the association.

#### **4. Mutual Covenants:**

**AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-**

**4.1 Transfer/conveyance of Common Area:** The Purchaser has been categorically made aware by the Vendor that the Common Areas as defined in the **THIRD SCHEDULE** hereunder written will be transferred / conveyed to the Association, when formed, in the manner prescribe under the relevant laws. The Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Vendor to sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Vendor and/or the First Confirming Party and/or the Vendor. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration charges if so required at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be

unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

**4.2** The Purchaser's proportionate share in all matters concerning the Said Unit And The Rights Appurtenant Thereto shall be the proportion which the carpet area of the Said Unit may bear to the carpet area of all the units of the building/ Phase I of the Project and/or the Project, as the case maybe. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Vendor or the Association upon its formation shall be binding on the Purchaser.

**4.3** This Indenture as aforesaid, contains the entire agreement of the Parties. In case of any inconsistency or contradiction with the Agreement for Sale of the Said Unit, then the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Vendor or the First Confirming Party Second Confirming Party and/or the Vendor or its agents, servants or employees other than what is specifically set forth herein.

**4.4** The Common Area comprised within Phase I of the Project and/or in other parts of the Project, as more fully described in the **THIRD SCHEDULE** hereunder written, shall be in the exclusive control, management and administration of the Association.

**4.5** Within 3 (three) months of formation of the Association or as early as possible thereafter, the Association shall take over the control, management and administration of all Common Areas within the Project. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of the said Association and co-operate with the Vendor fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to becoming a member of the said Association and/or if required by the Vendor, to execute and/or grant a specific power of attorney, (as per the prescribed format of the Vendor) in favour of the nominee(s) of the Vendor in order to enable the Vendor to take up and complete all formalities required for the Purchaser to become a member of the said Association.

**4.6** The Deposits Sinking Fund etc. paid/deposited by the Purchaser to the Vendor shall also be transferred by the Vendor to the said Association after adjustment of all dues of the Purchaser.

**4.7** The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Vendor, hereunder reserved and/or belonging to the Vendor and also those that the Vendor or the Second Confirming Party have hereafter reserved.

**4.8** Any delay or indulgence by the Vendor in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Vendor.

**5. Interpretation:**

1. Words importing singular number, shall wherever applicable, include plural number.
2. Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.
3. Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall

mean such schedule to this deed and includes any parts of such Schedule.

4. Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(Said Land)**

ALL THAT piece and parcel of “Bastu” Land measuring 97 Decimals be the same a little more or less comprised in R.S. Dag No. 412 corresponding to L.R. Dag No.580, R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No. 5692 situated within the Mouja – Podrah, J.L. No. 48, under Police Station- Sankrail, District – Howrah under the Thana Makura Ram Panchayet within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Devolution of title)**



A. Originally the property situated at Mouza - Podrah, J.L. No. 38, R.S. Dag No.412, 552 corresponding to L.R. Dag No.580 and 697 respectively under R.S. Khatian No.203 and 115 corresponding to L.R. Khatian No. 3742, Hal Khatian No.56982, measuring about 97 Sataks/Decimals of Sali Land, be the same a little more or less (in Dag No. 580) and 20 Satak /Decimals of Bastu Land, be the same a little more or less (in Dag No. 697) in total 117 Satak/Decimal, be same a little more or less of the property belonged to one Bhupal Krishna Dutta, son of Rebati Raman Dutta who, on 18<sup>th</sup> February, 1963 transferred his right, title, interest and possession of the aforesaid property in favour of one Gobardhan Jayswal by execution and registering a deed of sale for a valuable consideration which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 15, Pages 220 to 229, Being No.576 for the year 1963.

B. The said Gobardhan Jayaswal during his life time executed his Last Will and Testament on 15<sup>th</sup> February, 1971 whereby as where under the bequeathed all his properties including the entirety of the property mentioned above (more fully and particularly mentioned and described in **FIRST SCHEDULE** hereunder written and hereinafter referred to as the “ **ENTIRE PREMISES**”.)

favor of his son Samar Singh Jayaswal and in the said Last Will and Testament the said Gobardhan Jayaswal appointed his son Sri Samar Singh Jayaswal as an executor of the said Last Will and Testament.

C. The said Gobardhan Jayaswal died testate on 23<sup>rd</sup> August, 1973 and after the death of the said Gobardhan Jayaswal, his son Samar Singh Jayaswal, the Executor to the said Last Will and Testament dated 15<sup>th</sup> February, 1971, applied in the Court of the Learned District Delegate at Alipore for grant of probate of the said Last Will and Testament dated 15<sup>th</sup> February, 1971 made and published by the said Gobardhan Jayaswal which probate case was marked as Case No. 327 of 2005 and the Learned District Delegate at Alipore, Kolkata on 28<sup>th</sup> July, 2006 granted probate of the said Last Will and Testament dated 15<sup>th</sup> February, 1971 of the said Gobardhan Jayaswal in favor of the said Samar Singh Jayaswal.

D. By virtue of the grant of probate of the said Last will and Testament dated 15<sup>th</sup> February, 1971 of the said Gobardhan Jayaswal, the said Samar Singh Jayaswal became absolute owner and was seized and possessed of and sufficiently entitled to the properties (including the properties mentioned Clause A above) applied to the Settlement Office at Howrah for mutation and got his

name mutated and also got a separate L.R. Khatian Number being 3742 in respect of the said property as mentioned in clause 'A' above and paid the Khazna (tax) to the Local Makua Gram Panchayat and "Khazna" to the Local Settlement Office.

E. While being in possession of the said property, as mentioned in clause 'A' the said Samar Singh Jayaswal by a registered Deed of Gift dated 28<sup>th</sup> April, 2014 made between Samar Singh Jayaswal, described therein as the Donor of the One Part and Sri Raaj Bardhan Jayaswal, described therein as the Donee of the Other Part, the Donor therein in consideration of love and affection towards his younger son the Donee therein, gifted, transferred and transferred a portion of the aforesaid Property meaning 97 Decimals, more or less, to the Donee therein absolutely and forever which gift deed was registered in the office of D.S.R. Howrah and recorded in Book No. I, Volume No. 24, Pages 703 to 720 Being No.7179 for the year 2014.

F. By virtue of the aforesaid registered Deed of Gift, the said Sri Raaj Bardhan Jayaswal became the absolute owner of **ALL THAT THE** piece and parcel of "sali land" measuring 97 Decimals, be the same a little more or less, comprised in R.S. Dag No. 412 corresponding to L.R. Dag No.580,

R.S. Khatian No.203 corresponding to L.R. Khatian No.3742, Hal Khatian No. 5692 situated within the Mouja – Podrah, J.L. No. 48, under Police Station- Sankrail, District – Howrah under the Thana Makura Ram Panchayet within the jurisdiction of District Registrar at Howrah and Additional District Sub-Registrar at Ranihati more particularly described in the **FIRST SCHEDULE** hereunder written and free from all encumbrances, liens, lis pendens, charges, mortgages, acquisitions, requisitions, whatsoever, and howsoever and is in khas possession of the said property and is enjoying the same without any obstructions, interferences whatsoever and howsoever.

**G.** The said Raaj Bardhan Jayaswal duly caused the said property mutated in his name in the records of the B.L. & L.R.O. and after mutation was allotted separate Khatian being No. 5792.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Areas)**

**ALL THAT** the common areas, facilities, amenities and/or the portions of Phase – I of the Project and/or the Project, (excluding

the area(s) reserved for use of some of the unit owners of the Project to the exclusion of the other unit owners), which are meant by the Vendor (in consultation and with the consent and concurrence of the Vendor and the First Confirming Party) for beneficial common use and enjoyment of the Purchaser and/or other occupants of the buildings of Phase – I of the Project and/or the Project which are not earmarked/reserved for any specific purpose(s) by the Vendor and shall include:

- (i) The Said Land on which the Project is situated including the Project land on which the Project is constructed and/or developed.
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings within the Project;
- (iii) the terraces, parks, play areas open parking areas for visitors and common storage spaces
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

- (vii) all community facilities as provided in the Project;
- (viii) all other portion of the Project, including those, situated within the Project, necessary or convenient for its maintenance, safety, etc., and earmarked by the Vendor for common use

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Said Unit)**

**ALL THAT** the unit within Phase – I of the Project as delineated on the plan annexed hereto and bordered in colour "**BROWN**" thereon on the plan "**A**" annexed hereto **TOGETHER WITH** the right to use the Common Areas in common with the other occupants of the building of the Phase – I and / or the Project **AND TOGETHER WITH** the exclusive right to use the Vehicle parking space(s) **AND ALSO TOGETHER WITH** the exclusive right to use the attached open terraces, if any, as per details given herein below;

- i) Unit being No: \_\_ in block no. \_\_ on the \_\_ (\_\_\_\_) floor having carpet area of \_\_\_\_\_ sq. ft. (Super built-up area \_\_\_\_\_), more or less.
- ii) Open terrace (s) \_\_\_\_ sq. ft. (shown in "Yellow" colour on Plan "A" annexed)

- iii) Open car parking space No(s.) \_\_\_\_ on the \_\_\_\_\_ floor (\_\_\_\_ sq. ft. each more or less) (shown in “Green” colour on plan “B” annexed)
- iv) Covered car parking space No.(s) 1(one) on the \_\_\_\_\_ floor, (\_\_\_\_ sq. ft. each, more or less) (shown in “Purple” colour on Plan “B” annexed).
- v) Open two wheeler parking space No(s) \_\_ (\_\_\_\_ sq. ft. each) (shown in “Blue” colour on Plan “B” annexed)
- vi) Covered two wheeler parking space No(s) \_\_ (\_\_\_\_ sq. ft. each) (shown in “Violet” colour on Plan “B” annexed)

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Consideration)**

Rs. \_\_\_\_\_/- (Rupees  
 \_\_\_\_\_-) only for the Said Unit And  
 The Properties Appurtenant Thereto, paid and/or cause to be  
 paid by the Purchaser to the Vendor in full and final satisfaction  
 and the Vendor hereby admit and acknowledge the receipt of the  
 same.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**(Exceptions and Reservations of Vendor)**

Notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Vendor mentioned hereinafter in this chapter shall be excepted and reserved unto the Vendor and it is expressly agreed and understood by and between the Parties hereto as follows:-

1. The Vendor shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the Project not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Vendor shall, in its absolute discretion, think fit and proper.
2. The Vendor shall be entitled to link the Said Land with added areas i.e. lands or landed properties adjacent and/or adjoining to the Said Land whether by acquiring in their names and/or in the names of any group company /associate/ sister concern/nominee (the "**ADDED AREA**") the same and/or entering upon any negotiation or contract



with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., as between the Project and the Added Area as the Vendor may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Vendor shall be at liberty to do all or any of the following acts deeds and things from time to time relating to or arising out of the linking of the Said Land and Project with Added Areas:-

- a. to amalgamate or merge the Added Areas or any part thereof with the Said Land and/or the Project in such manner and to such extent as be deemed fit and proper by the Vendor,
- b. to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Said Land for any sanction, construction, use and enjoyment of the Added Areas or any constructions and developments thereon;
- c. to cause or allow building plans for constructions at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the Said Land -
- d. to utilize any additional constructed area that may be allowed or sanctioned in the Said Land and/or the new

- buildings or Project thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Added Areas;
- e. to combine and/or connect the Project and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility (including the Common Areas and Installations) between the occupants of the Project and the Added Areas in such manner and to such extent as the Vendor may deem fit and proper.
3. In case of any construction or additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof.
4. The Vendor shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennas, towers, communication towers, sign boards or any other installation on the Roof of the buildings or any part thereof at such consideration, rent, hiring charges etc., and on such terms and conditions as the Vendor in its sole

discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted and reserved unto the Vendor. The Vendor shall not be liable to maintenance charges to the Unit Holders and/ or the Association for the same.

5. For or relating to any such constructions, addition or alterations, the Vendor shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the Said Land viz lift, generator, water electricity, sewerage, drainage, etc. thereto as he deemed to be expedient to make such area and constructions tenatable.
6. The Vendor shall be at liberty to cause to be changed the nature of use or occupancy group in respect of ,any unit or units (other than the Said Unit) Parking Space or other areas/spaces (in the Project and/or in the Project and/or on the added areas, as the case may be and to the extent as may be permitted under the relevant law(s) ) to any other user or occupancy group as the Vendor may deem fit and proper and as may be so permitted under the relevant law(s) and to own use enjoy sell and/or transfer the same as such without any further reference to the Purchaser or to the Association upon its formation, as the case may be.
7. The purchaser doth hereby consent and confirm that the Vendor shall be at liberty to have the Building plan

modified and/or altered for construction reconstruction addition and/or alteration of or to the Project or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any built other than the designate Unit Provided that in case by such modification alteration and/or sanction the location or built up area of the designated unit is likely to be affected then the Vendor shall take a consent in writing from the purchaser for such modification alteration and/or sanction.

8. The purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Vendor under clause 1 to 8 and their subclasses hereinabove (as applicable) and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor and/or persons deriving title or authority from the Vendor.

**IN WITNESS WHEREOF** the Parties hereto have executed this Conveyance at Kolkata on the day month and year first above written.

**Executed and Delivered** by  
the **Vendor** in the presence  
of :

1.

2.

**Executed and Delivered** by  
the **The First Confirming  
Party** in the presence of :

1.

2.

**Executed and Delivered** by  
the **Second Confirming  
Party** in the presence of :

1.

2.

**Executed and Delivered** by  
the **Purchaser** in the  
presence of:

1.

2.

**MEMO OF CONSIDERATION**

RECEIVED from the within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only being the full consideration payable under these presents for the Said Unit and The Properties Appurtenant Thereto.