

CONVEYANCE DEED

THIS INDENTURE made this _____ day of _____ Two Thousand

BETWEEN

(1) SHAH PROJECTS PRIVATE LIMITED(PAN AABCN2989H) a Company incorporated under the Companies Act, 1956 having its registered office at No.1, Sardar Sankar Road , P.S Tollygunge, P.O Kalighat, Kolkata -700026, represented by its Director, Sri Rajiv Shah(PAN: ALJPS6781N), son of Sri Gyarsi Lal Shah, working for gain at No.1, Sardar Sankar Road, P.S Tollygunge, P.O Kalighat, Kolkata - 700026 **(2) SRI.RAJIV SHAH(PAN ALJPS6781N)**, son of Sri Gyarsi Lal Shah, residing at 16/8, Mandal Temple Lane, Block-P, P.O. New Alipore, P.S New Alipore, Kolkata -700053 **(3) SMT. NISHA SHAH(PAN AMAPS5067K)** Wife of Sri Rajiv Shah, residing at 16/8, Mandal Temple Lane, Block-P, P.O. New Alipore, P.S New Alipore, Kolkata - 700053, **(4) SRI SAURAV SHAH (PAN: AMAPS3643P)**son of Sri Rajiv Shah, residing at 16/8, Mandal Temple Lane, Block-P, P.O. New Alipore, P.S New Alipore, Kolkata -700053 **(5) SMT. SHWETA SHAH(PAN: AHDPM6429R)**, Wife of Sri Saurav Shah **(6) SRI MAYANKH SHAH (PAN: AJIPS8151M)**, and **(7) SMT. SWETA SHAH(PAN: ACZPA9574G)**, wife of Sri Mayankh Shah, residing at 16/8, Mandal Temple Lane, Block-P, P.O. New Alipore, P.S New Alipore, Kolkata -700053 hereinafter jointly referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in the case of companies their Successors or Successors in interest and assigns and in case of individuals each of their heirs, legal representatives and assigns) of the **FIRST PART**

AND

_____, **(PAN No- _____)** a partnership firm, carrying on business at No. 36/1A, Elgin Road, Kolkata-700020, represented by their authorized signatory **Mr. Akash Patwari (PAN No : AJKPP7986K)** son of Mr.

Narayan Prasad Patwari, residing at : Green Town, 21/C Agrasain Street, Salkia, Liluah, Bally (M), Howrah - 711204, hereinafter referred to as the **PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and such other person or persons who may be admitted as partner or partners of the said partnership and so far as the individuals are concerned their respective heirs, executors, administrators, legal representatives and assigns and so far as the Companies are concerned their respective successor or successors-in-interest and assigns) of the **SECOND PART**

AND

- 1) _____ (PAN: _____, Mobile No.: _____)
son/wife of _____, by occupation _____ and 2)
_____ (PAN: _____, Mobile No: _____)
son of _____ by occupation _____ both are by faith
_____ and by nationality _____ both are residing at:
_____, hereinafter
referred to as the **ALLOTTEE** (which expression shall unless excluded
by or repugnant to the subject or context be deemed to mean and
include their heirs, executors, administrators, legal representatives and
assigns) of the **THIRD PART** :

WHEREAS:

- A) The Owners were seized and possessed of and /or sufficiently entitled to ALL That the land measuring 208 Cottahs more or less comprised within Municipal Premises No. 37, Chanditala Main Road, P.S Behala, P.O New Alipore, KMC Ward No. 116 hereinafter referred to as the **“SAID ENTIRE HOUSING COMPLEX”** more fully described in **FIRST SCHEDULE**.

- B)
- C) The Owners/Vendors entered into a Development Agreement dated 7.7.2015 with the Promoter which was registered in the Office of ARA-I, Kolkata in Book No.I, Volume No. 1901-2015, Pages 36121 to 36185 Being No 190105524 for the year 2015
- D) The Owners/Vendors also executed a Power Of Attorney dated 26.4.2017 executed by the Owners of the One Part and the Promoter of the other Part and registered in the office of the ARA-III, Kolkata, recorded in Book No.IV,Volume No.1903, Pages from 73886 to 73923, Being No.190302923 for the year 2017 the Owners granted development powers to the Promoter to undertake the development in terms of the said Development Agreement.
- E) All The Facilities and Amenities, roadways, internal pathways, infrastructure etc. irrespective of their location will be mutually shared by all the entire Housing Complex as part of a common integrated development.
- F) The Promoter obtained a Building Plan No. 2018130340 dated 28.03.2019 to develop the Housing Complex..
- G) The promoter has registered the project under the provision of the West Bengal Housing Industry Regulation Act 2017(WBHIRA) at Kolkata on..... under registration no.....;
- H) The Promoter has since completed the construction of Building Block No.-----/ Project and obtained Completion Certificate No._____ dated _____ from the Competent Authority.

- I) Pursuant to Expression of Interest by the Allottee dated ----- the Promoter granted allotment by a Provisional Booking Letter dated _____ was issued to the allottee and Thereafter by an Agreement for Sale dated _____ executed by and between the Owners/Vendors of the First Part, the Promoter of the Second Part and the Allottee of the Third Part, and registered in the Office of the _____ and recorded in Book No.____, Volume No._____, Pages _____ to _____ Being No._____ for the year _____, the Owners and the Promoter had agreed to sell and the Purchaser had agreed to purchase ALL THAT the Apartment No. _____ on the _____ floor of Block No _____ the situation whereof is shown in the plan annexed hereto and bordered in '_____', containing by admeasurements _____sq. Ft. Carpet Area and a Store Room on _____ Floor of the Building having Carpet Area _____ Sq.Ft aggregating to total Carpet area admeasuring _____ Sq.Ft corresponding to _____ Sq.Ft Built Up area corresponding to _____ Sq.Ft. Super Built-Up Area **TOGETHER WITH** the right to use _____ Garage / Covered (Dependent/Independent) **Car Parking Space** / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent) located on the Basement/Ground/____ Floor or in the car parking space around the Building Block and together with pro rata share in the common areas ("common Areas")as defined under clause (n) of section 2 of the WBHIRA Act more fully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the **SAID APARTMENT AND THE PROPERTIES APPURTENANT THERETO**) at or for a consideration of Rs. _____/- (**Rupees _____ only**).
- J) The Promoter may add further areas to the Complex in adjacent areas at its discretion of and in that case all phases in future

development will share the common amenities, facilities and services amongst each other as per Rule 10 of the Act..

- K) Till such time the Association takes over the entire administration, the Allottees who have taken possession will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities and club which is as and when made available for the benefit, use and enjoyment of the Allottees of the Housing complex including those parts which are under construction by separate bills towards maintenance of common pathways, basic infrastructure etc. and in this regard the Allottee is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities, club and common services divided by the area for which notice of possession has been issued by the builder for and including all the phases and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Allottees take up possession (Notice of Possession). The Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be common to all the phases.
- L) The occupants of apartments in future development, if any, shall also have complete and unhindered access to all Common Areas, Amenities and Facilities of the Project mutually.
- M) It is clarified that Project's Infrastructure, services, facilities and amenities together with all common areas, easements, rights and appurtenances belonging thereto shall be available mutually for use

and enjoyment of the Allottees of the Housing Project with further future extensions.

- N) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **13813.163** Square meters only and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to purchase the Said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same either in the present phase or in later phases at its discretion.
- O) The Promoter may at any subsequent period undertake development of a separate Complex on land which is adjacent but not part of this Housing Complex and in that case the Promoter may decide to provide for a passage way across this Housing Complex and for this purpose the Promoter shall enter into an irrevocable License deed with the Owners of the Adjoining land which shall be perpetually binding upon the Apartment Owners of this Housing Complex and their Association . The Promoter may extend the size of the Complex as presently envisaged by causing development of another Project/Phase on land contiguous to the present Complex whereupon the Promoter will be entitled to amalgamate the extended development by integrating it with

this Complex with shared infrastructure and common facilities which means that the facilities available in this complex will be available for use to residents of the extended Project/Phase and similarly the facilities in the extended Project/Phase shall be available for use by the Residents/Occupiers of the present Phases/Complex.

P) RESERVED RIGHTS OF THE PROMOTER:

, The Promoter shall grant unto the Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the project .

- (i) The Promoter will have the liberty to change the direction of infrastructure services which may be required to be utilized by allottees of the adjoining phase/project.
- (ii) The promoter will have free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Bilding/Block.
- (iii) The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation

any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment.

The Allottee has : -

- i) fully satisfied himself/herself/themselves as to the title of the Owners/Vendors and the right of the Promoter in respect of the said land.
- ii) inspected the said Development Agreement entered into between the Owner/Vendor and the Promoter.
- iii) inspected the plan sanctioned by the authorities concerned in respect of the Block constructed by the Promoter and agreed not to raise any objection with regard thereto.
- iv) verified the location and site of the Apartment including the egress and ingress hereof, specifications of the Apartment and of the complex and also the area of the Apartment .
- v) confirmed that the right of the Allottee shall remain restricted to the said Flat and the Properties Appurtenant Thereto.
- vi) Examined and satisfied themselves about the Terms and Conditions as contained in the Agreement for sale dated _____ and agrees to abide by it at all times in future and be bound by the Rules, Regulations and Restrictions contained therein.
- vii) confirmed that the Promoter shall be entitled to change and/or alter and/or modify the said Plan in compliance with section 14 of the WBHIRA Act and other laws as applicable including change of use of any part or portion of the various blocks and/or buildings to be constructed erected and completed on the said

land and in that event the Allottee shall have no objection to the application of common facilities to such extension.

- viii) satisfied himself/herself / themselves as to the carpet area and the built-up area to comprise in the said apartment and also the common parts/portions which would be common for all the residents /occupants of the various apartment comprised in the said block and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.
 - ix) Structural stability of the Block
 - x) Construction of the Block and the apartment.
 - xi) The fittings and fixtures installed at the said apartment, Block and the Complex.
 - xii) Completion and finishing of the apartment and the Block.
 - xiii) The situation of car parking space.
 - xiv) The supply of water and electricity to the apartment and the Block.
 - xv) The common facilities and amenities of the Block.
 - xvi) Examined the Completion Certificate issued by the _____ Municipality in respect of the Building Block.
- Q) The words defined in the Agreement for Sale shall have the same meaning in these presents and unless there is anything in the subject or context inconsistent with the said expressions in such a case they shall have the meaning assigned to them.

NOW THIS INDENTURE WITNESSETH that pursuant to the said Agreement and in consideration of the sum of **Rs. _____/- (Rupees _____ only)** of the lawful money of the Union of India well and truly paid by the Allottee to the Promoter (the receipt whereof the Promoter doth hereby admit

and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Allottee and the said flat and properties appurtenant thereto) the Vendors doth and each of them do hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Allottee All that the said Apartment No _____ on the _____ Floor of Block No ____ of the Housing Project containing a carpet area of _____ sq.ft. corresponding to a built-up area of _____ Sq. Ft. be the same a little more or less corresponding to _____ Sq.Ft. Super Built-Up area TOGETHER WITH the right to use ____ Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) / Open Car Parking Space (Dependent/Independent) located on the Basement/Ground/___ Floor of or around the Building Block TOGETHER WITH the pro rata share in the common areas more fully and particularly described in the Second Schedule hereunder written but excepting the Reserved and Excluded areas and reserving the easement and other rights and other measures as specified in Clauses _____ , _____ , Schedule ____ and in other portions of the Agreement for Sale dated _____ (all of which are here to fore as well as hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in the Schedule-_____ to the Agreement for Sale dated _____ in common with the Co-Allottees and the other lawful occupants of the Block **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said flat and the

Rights and Properties Appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee.

II. AND THE OWNERS/VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:

a) Notwithstanding any act deed matter or thing whatsoever by the Owners/Vendors or the Promoter done or executed or knowingly suffered to the contrary the Owners/Vendors are or the Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Owners/Vendors and the Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Allottee in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owners/Vendors or the Promoter.

d) The Allottee shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners/Vendors or the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Allottee shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or the Promoter or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Owners/Vendors or the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owners/Vendors or the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Allottee make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee in the manner as aforesaid as shall or may be reasonably required.

g) The Owners/Vendors and the Promoters have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or

any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Promoter doth hereby further covenant with the Allottee that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee shall produce or cause to be produced to the Allottee or to his/her/their 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 Said Apartment and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other true copies or extracts there from as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

III. AND THE ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNERS/VENDORS AND THE PROMOTER as follows :-

a) To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the Agreement for sale as part and parcel of these presents.

b) To become member and/or share holder, as the case may be, of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Holding Organization to be formed as be deemed necessary and expedient by the Promoter and also

abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Promoter and/or the holding Organization for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Holding Organization and to do all the necessary acts deed and things.

c) Not to hold the Promoter liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Allottee as well as the Holding Organization shall remain liable to indemnify and keep indemnified the Builders and/or any person or persons nominated, appointed and/or authorized by the Builders for all liabilities due to non-fulfillment of their respective obligations contained herein by the Allottee and/or the Holding Organization.

IV. IT IS FURTHER STATED THAT AS ON THE DATE OF PROCUREMENT OF COMPLETION CERTIFICATE THERE IS NO ELECTRIC CONNECTION IN THE AFOREMENTIONED FLAT.

**THE FIRST SCHEDULE ABOVE REFERRED TO
PART-I
(THE SAID ENTIRE HOUSING COMPLEX)**

ALL THAT the Municipal Premises No.37, Chanditalla Main Road, Kolkata – 700053 also known as 21, Chanditalla Main Road, Kolkata - 700053 containing an area of 208 Cottahs equivalent to 343 decimal be the same a little more or less lying in Ward No._116 of The Kolkata Municipal Corporation, P.S._Behala under Dag No.81, 82, 81/1092 ,114 and 113/528 R.S. Khatian No.566 and 586 and 344 Mouza Siriti J.L. No.11 District South 24-Parganas and butted and bounded in the manner following, that is to say:

ON THE NORTH :Kanchan Apartment, 36/B/4 Chanditala Main Road, ;
 ON THE SOUTH Partly Chanditala Main Road and A.K. Enterprise, 23 Chanditala Main Road, Kolkata Main Road;
 ON THE EAST :Sarada Palli Basti ;
 ON THE WEST :Chanditala Main Road ;

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID APARTMENT AND THE
PROPERTIES APPURTENANT THERETO)

ALL THAT the Apartment Unit No. _____ on the _____ floor of the Block No _____ of the Housing Complex constructed on the land described in the First Schedule hereinabove written being the complex known as '_____' containing by admeasurements _____ Sq. Ft. Carpet Area together with Store Room admeasuring _____ Sq.Ft Carpet area in all aggregating to _____ Sq.Ft Carpet Area corresponding to _____ Sq.Ft Built Up area **TOGETHER WITH** the undivided proportionate share in the common parts, portions, areas, facilities, and amenities working out to _____ **Sq.Ft** Super Built-up area **TOGETHER WITH** the right to use _____ Garage / Covered (Dependent/Independent) / Mechanical Parking Space (Dependent/Independent) /Open Car Parking Space (Dependent/Independent) located on the Basement/Ground/____ Floor or around the Building Block **TOGETHER WITH** pro rata share in the common areas and shown in the plan annexed hereto and bordered in '_____'

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

SIGNED and DELIVERED by the
OWNERS/VENDORS at Kolkata
in the presence of:-

FOR _____

(AKASH PATWARI)
AUTHORISED SIGNATORY AND
CONSTITUTED ATTORNEY

1.

2.

SIGNED and DELIVERED by the
PROMOTER at Kolkata in the
presence of :

1.

2.

SIGNED and DELIVERED by the
ALLOTTEE at Kolkata in the
presence of :

1.

2.

MEMO OF CONSIDERATION

RECEIVED from within-named Allottee/s the
Within-mentioned sum of **Rs.**_____/- on
account of full amount of the Consideration
Money by several cheques of different Drawn
in favour of the PROMOTER on diverse date... **Rs.**_____/-

(Rupees -----only).

WITNESSES:-

1.

2.

Signature Of The Promoter

Drafted by me