

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_\_ Day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_ (20\_\_\_\_ ).

**BY AND BETWEEN**

**M/S ANKUR NIRMAN PRIVATE LIMITED** (PAN NO. AAGCA3994G), a company incorporated under Companies Act, 1956 and having its registered office at No. 10, Civil Row, 2<sup>nd</sup> Floor, Room No. 206/4, Police Station Burrabazar, Post Office G.P.O., Kolkata 700 001, represented by its Directors/Authorized Signatory, \_\_\_\_\_ (PAN \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, duly authorized vide \_\_\_\_\_ dated \_\_\_\_\_, hereinafter referred to as "**DEVELOPER/PROMOTER**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the director and directors for the time being of the said company, successors-in-office, successor-in-interest, executors, administrators, legal representatives, substitute or substitutes, transferees, and permitted assignees) of the **FIRST PART**.

**AND**

- 1) **MR. TRILOK SINGH**, (PAN NO. DSEPS4393RJ) son of Late Keshar Singh, by faith - Sikh, by occupation - Business, residing at S.P. Mukherjee Road, Murgasol, P. S.- Asansol South, Post Office Rambandhulaw, Dist.- Paschini Burdwan, . PIN-713303,
- 2) **MR. BHUPINDER SINGH**, (PAN NO.DDGPS3903G) sons of Late Harbans Singh Khunda, by faith - Sikh, by occupation ~ Business, residing at- 3072, Gali No.10, Patel Nagar, PO: Dada Ghosh Bhawan. PS:- Patel Nagar, NEW DELHI-110008,
- 3) **MR. SUKHWINDER SINGH**, (PAN NO. AIZPS9817Q) sons of Late Harbans Singh Khunda, by faith - Sikh, by occupation - Business, residing at S.P. Mukherjee Road, Murgasol, P.S- Asansol South, Post Office:-Rambandhulata, Dist.- Paschim Bardhaman, PIN-713303,
- 4) **MRS. RAJ KAUR**, (PAN NO. BKNPK7029K) wife of Late Prithpal Singh, daughter of Late Harbans Singh, residing at Ram Das Bhatta, Bistupur, P.O.-Jamshedpur, PS: Bistupur Police Station, Dist - East Singhbhum, Jharkhand, PIN-831001,
- 5) **MRS. RANJIT KAUR**, (PAN NO. BJZPK7455A) wife of Late Anup Singh, AND
- 6) **MR. AJAYPAL SINGH** alias **AJAYPAL SINGH KHUNDA**, (PAN NO. AXCPK7311H) AND
- 7) **MR. MANINDER SINGH** alias **MANINDER SINGH KHUNDA**, (PAN NO. AYJPK2069C) both are sons of Late Anup Singh, (grandson of Late Harbans Singh), all by faith - Sikh, by occupation ~ Business, all residing at S. P. Mukherjee Road, Murgasol, Asansol-3, P.O:- Rarnbandhulaw, P.S: Asansol (South), District Paschim Burdwan,
- 8) **MRS. MANJIT KAUR** alias **MANJEET KAUR**, (PAN NO. AEPPK8320Q) wife of Sukhwinder Singh and daughter of Late Anup Singh, by faith ~ Sikh, by occupation - Housewife, presently residing at D.S. Chakraborty Complex, behind Hotel Castle, Road - 3, Central Area, Bistupur, PO:- Bistupur Bazar, PS:- Bistupur, Jamshedpur, Dist. East Singhbhum, PIN:-831001,
- 9) **MR. DAVINDER SINGH**, (PAN NO. AWHPS3257N) AND

- 10) **MR. FULWINDER SINGH**, (PAN NO. AJUPS8629Q) both sons of Late Swaran Singh Khunda, all by faith - Sikh, by occupation - Business, all residing at S.P. Mukherjee Road, Murgasol, Asansol-3, P.S. Asansol (South), P.O:-Rambandhotalaw, District Paschim Burdwan,
- 11) **MRS. JASMINDER KAUR**, (PAN NO. ADYPK1008M) wife of Manminder Singh and daughter of Late Swaran Singh Khunda, by faith - Sikh, by occupation - Housewife, residing at Steel Age Engg. Works, Kacheri Road, Rourkela, P.S:- Udit Nagar, P.O. - Udit Nagar Kacheri Road, Orissa, PIN:-769012,
- 12) **MRS. NARINDER KAUR** alias **NARENDER KAUR**, (PAN NO. EAPPK8748J) wife of Jasbir Singh and daughter of Late Swaran Singh Khunda, by faith - Sikh, by occupation -Housewife, residing at F-106, Block F, Kirti Nagar, Post Office:- Delhi Industrial Area, PS:- Ramesh Nagar, New Delhi, Delhi:-110015,
- 13) **MR. RAJ KUMAR SINGH**, (PAN NO. AZPPS2386D) AND
- 14) **MR. BIJAY SINGH KHUNDA** (PAN NO. AFGPK0111B) AND
- 15) **HARSHINDER SINGH** (PAN NO. AJUPS8630F), all are sons of Late Ajit Singh Khunda, all by faith - Sikh, by occupation - Business, all residing at S. P. Mukherjee Road, Murgasol, post office:-Rambandhotala, Asansol-3, P. S. Asansol (South), District Paschim Burdwan,
- 16) **MRS. JASBIR KAUR**, (PAN NO. FBHPK8555D] wife of Sarabdyal Singh Viridi and daughter of Late Ajit Singh Khunda, by faith -Sikh, by occupation - Housewife, residing at Near Gurdwara, Kharida, P. S. Kharagpur, Post Office:- Balarampur, Dist. West Midnapore, PIN:- 721301,
- 17) **MR. GURBAZ SINGH**, (PAN NO. AIZPS4497C) AND
- 18) **MR. HARKAWAL SINGH KHUNDA**, both sons of Late Amarjit Singh, (PAN NO. AESPK9471K) AND
- 19) **MRS. SURJIT KAUR** alias **SURJIT KOUR**, (PAN NO. DFFPK4026D) wife of Late Amarjit Singh, all by faith - Sikh, by occupation - Housewife, all residing at S. P. Mukherjee Road, Murgasol, post office:-Rambandhotalaw, Asansol-3, P.S. Asansol (South), District Paschim Burdwan,
- 20) **MRS. PALWINDER KAUR**, (PAN NO. CLBPK1428E) wife of Bhupinder Singh and daughter of Late Amarjit Singh, by faith - Sikh, by occupation - Housewife, residing at C-53/1, Mansarower Garden, Post Office:- Mansarower Garden, PS:- Moti Nagar, New Delhi, PIN:-110015,
- 21) **MR. GURMEET SINGH KHUNDA**, (PAN NO. FSYPK9911F) son of Late Dalip Singh, by faith - Sikh, residing at 117, Grand St. 2H, White Plains, PS:- White Plains, PO:- White Plains, Ny~10601, U.S.A.,
- 22) **MR. JASPAL SINGH** alias **JASPAL SINGH KHUNDA**, (PAN NO. DSVPS6160P) son of Late Dalip Singh, by faith - Sikh, residing at S.P. Mukherjee Road, Murgasol, P.O -Rambandhotalaw, Asansol-3, P.S:- Asansol South, District - Pachim Burdwan, West Bengal,
- 23) **MR. HARMINDER SINGH** alias **HARMINDER SINGH KHUNDA**, (PAN NO. BNAPK5837R) son of Late Dalip Singh, by faith - Sikh, residing at S. P. Mukherjee Road, Murgasol, Asansol-3, Post Office:-Rambandhotalaw, P.S. Asansol South, District - Paschim Burdwan,

- 24) **MRS. KAMALJEET KAUR** (PAN NO. DJAPK1516D) wife of Late Barinder Singh Khunda and daughter-in-law of Late Dalip Singh, by faith - Sikh, by occupation - Housewife, and residing at S.P. Mukherjee Road, Murgasol, Asansol-3, Post Office Rambandhvtalaw, P.S. Asansol South, District - Paschim Burdwan, West Bengal,
- 25) **MRS. HARSHARAN KAUR**, (PAN NO. AFPPK6301N) daughter of Late Dalip Singh, wife of Satnam Singh Bhamra, by faith - Sikh, by occupation - Housewife, residing at H. No. E/8, Sonari (E), Near Wireless Office, Jamshedpur, Post Office: Sonari [East Singhbhum]. PS: Sonari, PIN-831011,
- 26) **MR. BIKRAMJEET SINGH KHUNDA**, (PAN NO. ARJPK6339A) son of Late Barinder Singh Khunda and grandson of Late Dalip Singh, by faith - Sikh, by occupation - Business, residing at S. P. Mukherjee Road, Murgasol, Asansol-3, Post Office:- Rambandhvtalaw, P.S. Asansol South, District - Paschim Burdwan, West Bengal,
- 27) **MRS. NAMRATA KAWR**, (PAN NO. AVYPK6745P) wife of Sukhwinder Singh, daughter of Late Barinder Singh Khunda and grand-daughter of Late Dalip Singh, by faith -Sikh, by occupation- Housewife, residing at:- 14K, Dr. Lal Mohan Bhattacharjee Road, Entally, PO: Entally, PS: Entally, Kolkata - 700014,
- 28) **MRS. NAVNEET KAUR**, (PAN NO. APEPK9318L) wife of Sukhdeep Singh, daughter of Late Barinder Singh Khunda and granddaughter of Late Dalip Singh, by faith - Sikh, by occupation - Housewife, residing at 268/8, G. T. Road, Liluah, Bally (M), Post Office: A.Guha Road, PS:- Belur, Howrah -711204,
- 29) **MRS. KAMALJEET KAUR KHUNDA** alias **KAMALJEET KAUR**, (PAN NO. DBWPK5633M) wife of Late Gurjinder Singh, by faith -Sikh, by occupation - Housewife, residing at S. P. Mukherjee Road, Murgasol, Asansol-3, P. S. Asansol. South, Post Off]ce:-Rambandhvtalaw , District - Paschim Burdwan, West Bengal,
- 30) **MR. PRABHTEJ SINGH KHUNDA**, (PAN NO. BQVVK1533Q] son of Late Gurjinder Singh, by faith -Sikh, by occupation - Business, residing at S.P. Mukherjee Road, Murgasol, Asansol-3, P. S. Asansol South, Post Office:-Rambandhvtalaw , District -Paschim Burdwan, West Bengal **AND**
- 31) **MRS. NAVDEEP KAUR SURAJBANSI** alias **NAVDEEP KAUR**, (PAN NO. BPKPS0505E) wife of Jaswinder Singh Surajbansi, daughter of Late Gurjinder Singh, by faith -Sikh, by occupation - Housewife, residing at S.P. Mukherjee Road, Murgasol, Post office:-Rambandhvtalaw, P.S. Asansol South, Asansol-3, District - Paschim Burdwan.

**All** the above named persons (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, successors, survivor or survivors, nominee or nominees, executors, representatives, administrators and his/her/their assigns) duly represented by \_\_\_\_\_, \_\_\_\_\_ (PAN \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, duly authorized vide \_\_\_\_\_ dated \_\_\_\_\_ hereinafter referred to as the "**OWNERS/VENDORS**", of the **SECOND PART** .

**AND**

**2.3.** [If the Purchaser is the company]

\_\_\_\_\_ (CIN \_\_\_\_\_), a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_ hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees) of the **THIRD PART**:

[OR]

[If the Purchaser is the Partnership Firm or a LLP]

\_\_\_\_\_ a partnership firm (or a Limited Liability Partnership) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized Partner, \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide \_\_\_\_\_ hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, executors, administrators, and permitted assignees including those of the respective partners) of the **THIRD PART**:

[OR]

[If the Purchaser is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, PAN \_\_\_\_\_) and (2) Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, PAN no. \_\_\_\_\_) hereinafter jointly referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, and permitted assignees) of the **THIRD PART**:

[OR]

[If the Purchaser is a HUF]

Mr. \_\_\_\_\_ (PAN \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residing at \_\_\_\_\_, PAN \_\_\_\_\_) hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Heirs, representatives, executors, administrators, successor in interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the **THIRD PART**:

*[Please insert details of other Purchaser(s), in case of more than one Purchaser]*

All the parties to this Deed of Conveyance being **DEVELOPER/ PROMOTER, OWNERS/VENDORS** and **PURCHASER(S)** are hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as "**Party**".

The terms **DEVELOPER/PROMOTER** and **OWNERS/VENDORS** shall mean the Transferor and the term **PURCHASER(S)** shall mean the Transferee.

**W H E R E A S :**

- A. That the Owners/Vendors herein are the absolute and lawful joint owners in respect of **ALL THAT** piece and parcel of land measuring 69 Cottahs 2 Chittaks 29 Sq.ft. or 114 Decimals land, together with Asbestos shed structures (800 sq.ft.) standing thereto, lying and situated at and/or comprised in R. S. Dag Nos. 20211, 20212, 20213, 20214, 20215, under R. S. Khatian Nos. 2382, 2371, 2165 and 18750, all within Mouza Asansol under Asansol Municipality, J. L. No. 20, P. S, Asansol, District - Burdwan, West Bengal, hereinafter referred to as the said "**LAND**" and more fully and particularly mentioned and described in the **SCHEDULE A** hereunder written and demarcated in the lay out plan annexed hereto and marked **ANNEXURE-A**.
- B. That being the absolute owner and possessor of the said Land free from all encumbrances, lien, lispendence and attachment the Owners/Vendors had entered into two Development Agreements with the Developer/Promoter out of which Development Agreements dated 4<sup>th</sup> June, 2013 was duly registered in the Office of the Additional District Sub-Registrar of Asansol and duly recorded in Book No. 1, CD Volume No 40, Pages 1 to 57, Being No. 06127, in the year 2013 and Development Agreements dated 12<sup>th</sup> July, 2017 was duly registered in the Office of the Additional District Sub-Registrar of Asansol and duly recorded in Book No. 1, Volume No 0205-2017, Pages 83351 to 83394, Being No. 020504693, in the year 2017 whereby and where under the Owners/Vendors granted the exclusive right of development of the said Land unto and in favour of the Developer/Promoter for the consideration and subject to the terms and conditions contained and recorded in the said Agreement, hereinafter referred to as the "**DEVELOPMENT AGREEMENTS**".
- C. That in pursuance of the said two Development Agreements the Owners/Vendors and the Developer/Promoter had entered into two General Power of Attorney out of which General Power of Attorney dated 4<sup>th</sup> day of June, 2013 was duly registered in the Office of the Additional District Sub-Registrar of Asansol and duly recorded in Book No. 1, CD Volume No 39, Pages 1943 to 1975, Being No. 06126 in the year 2013 and General Power of Attorney dated 4<sup>th</sup> day of June, 2013 was duly registered in the Office of the Additional District Sub-Registrar of Asansol and duly recorded in Book No. 1, Volume No 0205-2017, Pages 86452 to 86500, Being No. 020504878 in the year 2017 hereinafter referred to as the "**POWER OF ATTORNEYS**".
- D. That the titles, recitals and particulars of the said "**SCHEDULE A**" i.e. the said Land herein under morefully and particularly mentioned and described in the "**SCHEDULE I**".
- E. That in pursuance of the said Development Agreement the Developer/Promoter caused or plan to be sanctioned by Asansol Municipality being Building Permit No. 27/CS/AMC/BP(I/6) dated 14/01/2015 & revised Permit No.601/SP/AMC/HO/19 & 602 (V)/BP/AMC/HO/19 dated 22.04.2019 hereinafter referred to as the "PLAN" (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Developer/Promoter became entitled to construct, erect and complete 2 Towers/Blocks of B+G+16 storied buildings.

- F. That the Developer/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ .
- G. After having the sanction of the said building plan the Developer/ Promoter has started construction of the proposed multistoried Buildings as per the said sanction plan at the said Land and the said construction is still going on.
- H. That in terms of the said Development Agreement 36% of total constructed area is earmarked for the Owners/Vendors as Owners' Allocation in the said new proposed Buildings together with the proportionate undivided share of ownership in the common areas and facilities attached and/or appurtenant thereto and the rest 64% of the constructed area as per the said sanction plan in the new Buildings together with the proportionate undivided share of ownership in the common areas and facilities attached and/or appurtenant thereto is earmarked as Developer's Allocation with the right and liberty that the Developer/Promoter shall be entitled to exploit its said allocation commercially by selling the same or any portion thereof to the prospective Purchasers on such terms, conditions and consideration as the developer may think fit and proper on the promise and undertaking by the owners that on completion of the said construction and at the request of the developer the owners shall have an obligation to execute the necessary Deed of Conveyance or Conveyances in respect of the Apartments and/or units falling within the developer's allocation in favour of the developer or its nominee or nominees, purchaser or purchasers and/or assignees.
- I. Thus for the aforesaid purpose as per of the said 2(two) numbers of Development Agreements the Developer/Promoter is having its absolute right to enter into any Deed of Conveyance in respect of any Apartment or apartment falling within the said allocation of the developer with any prospective Purchaser and shall also have the right to receive and appropriate all monetary considerations there under as may be paid by the intending purchaser and to appropriate the same as its consideration for realizing the cost of construction of the said proposed Buildings to which the owners shall have no objection whatsoever at all material time.
- J. That in pursuant to and in terms of the said 2(two) numbers of Development Agreements the Owners/Vendors have executed 2(two) numbers of General Power of Attorney on 4<sup>th</sup> June, 2013 and 12<sup>th</sup> July, 2017 and registered before Additional District Sub-Registrar of as mentioned above whereby the said owners duly appointed the Developer/Promoter to be represented by its Director – Shri Surendra Kumar Sharma as their Constituted Attorney, inter alia, for the purpose of entering into any Deed of Conveyance with any prospective Purchaser and to execute and register any Deed of Sale and/or Conveyance or Conveyances in favour of the said Purchaser/Allottee(s) before any Registrar or Sub-Registrar for and/or on behalf of the owners on such terms, conditions and consideration as the Developer /Promoter may think fit and proper only in respect of its own allocation.
- K. That the Developer/Promoter herein being fully competent has decided to develop the said Land by constructing multi storied multi facility residential buildings consist of 2 Towers/Blocks of B+G+16 storied each containing lavish 3 BHK and 4 BHK several self contained Apartments with exclusive servant's quarters in each floors respectively comprises with \_\_\_ multi storied Apartments therein and other constructed areas along with several multi facilities more fully and particularly mentioned and described in the **SCHEDULE D** written hereunder in the name and style "**ANKUR SUKRITI**" and herein after referred to as the said "**PROJECT**" and all the legal

formalities with respect to the said Project "ANKUR SUKRITI" have been completed by the Developer/ Promoter.

- L. In pursuance to the said Plan whereby the Developer/Promoter became entitled to construct erect and complete the said Project consist of Two New Buildings at the said Land comprising of Basement, Ground and 16 upper floors each containing 3 BHK and 4 BHK several self contained Apartments with exclusive servant's quarters in each floors respectively comprises with \_\_\_\_\_ multi storied Apartments and other constructed areas therein along with several multi facilities within those two Buildings/Towers/Blocks along with car parking spaces and other constructed areas at the said Land, hereinafter referred to as the said "**BUILDINGS**".
- M. The Developer/Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ .
- N. The Developer/Promoter has commenced the work of construction of the Buildings and/or said Project at the said Land in accordance with the said Plan.
- O. The Purchaser, after satisfying himself/herself/itself/ themselves about the title of land, the rights of the Developer/Promoter and after inspection of the Plan designs and specifications prepared by the Developer/Promoter's Architects and sanctioned by the competent authorities in respect of the said Project and all other permissions necessary for construction and development of the Project, had applied for an apartment in the Project vide application dated \_\_\_\_\_ and has been allotted the apartment measuring a carpet area of \_\_\_\_\_ sq. ft. together with a balcony area of \_\_\_\_\_ sq. ft. (Carpet Area/ built up area of \_\_\_\_\_ sq. ft.) be the same a little more or less with attached terrace area of \_\_\_\_\_ sq. ft., being Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor in the Building together with the right to use \_\_\_\_\_ nos. Open/Covered/Basement Car Parking Space (dependent/ independent) on the \_\_\_\_\_ level of the Building/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Building and the right to use the common areas/common parts and facilities in common more fully and particularly mentioned and described in the **SCHEDULE-B** hereunder written and demarcated in the lay out plan annexed hereto and marked **ANNEXURE-B** AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said building appurtenant thereto more fully and particularly mentioned and described in the **SCHEDULE-A** hereunder written AND TOGETHER WITH all easement rights over all common portions in the said entire land and building hereinafter referred to as the said "**APARTMENT**" for which the Developer/Promoter and the Owner/Vendor have agreed to sell and transfer, free from all encumbrances, charges, liens, lispens, attachments trusts whatsoever or howsoever for the consideration unto and in favour of the Purchaser for the consideration and subject to the terms and conditions hereinafter appearing.
- P. That by a Agreement for Sale dated \_\_\_\_\_ the Developer/ Promoter and the Owner/Vendor have entered into a Sale Agreement with the Purchaser herein for sale/allotment of a Residential Apartment more fully and particularly mentioned and described in the **SCHEDULE-B** herein under and by executing and registering this Deed of Conveyance the Developer/Promoter and Owner/Vendor is conveying/transferring/selling the said "Apartment" in favour of the Purchaser forever and absolutely more fully and particularly mentioned and described in the **SCHEDULE-B** herein under.

- Q. The Purchaser prior to the execution of this Deed of Conveyance already inspected and fully satisfied about the physical nature and measurement of the said entire land including divided and demarcated portion of the same as well as the said Building and/or Project along with its all amenities.
- R. The Purchaser prior to the execution of this Deed of Conveyance already examined and satisfied about the title deeds, various plans including building plan and all other relevant and necessary documents and has also made all essential and appropriate enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the said Project/Buildings/Apartments and after been satisfied about the same entering into this agreement and have no objection thereof.
- S. The Purchaser/Allottee(s) has inspected the Development Agreements and Development Power of Attorneys between the Owner/Vendors and the Developer/Promoter and is fully satisfied about the right of the Developer in respect of the said Apartment.
- T. The Purchaser has carefully inspected, considered and scrutinized the title of the Developer/Promoter herein including the aforementioned title documents, various plans and all other relevant and pertinent documents thereof and Purchaser with full knowledge of its actual status and conditions accepts the title and further agrees, assures and covenants not to raise any objection thereto and/or make any requisitions in connection therewith after entering this Deed of Conveyance.
- U. The Purchaser has, prior to the date hereof, examined the copy of the WBHIRA Certificate and has caused the WBHIRA Certificate to be examined in detail by his/her/its advocates and planning and architectural consultants. The Purchaser has agreed and consented to the development of the Real Estate Project on the said Lands. The Purchaser has also examined all documents and information uploaded by the Developer/Promoter on the website of the Authority as required by Act and the Rules and has understood the documents and information in all respects.
- V. The Purchaser has gone through all the terms & conditions set out in this Deed of Conveyance and understood the mutual rights and obligations detailed herein and competent to sign the same.
- W. The Purchaser hereby confirms that they are signing this Deed of Conveyance with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the said Project.
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereinafter.
- Y. That in accordance with the terms and conditions set out in this Deed of Conveyance and as mutually agreed upon by and between the Parties herein, the Owner/Vendor and Developer/Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the said Apartment more fully and particularly mentioned and described in the **SCHEDULE-B** herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said Buildings/Project more fully and particularly mentioned in the **SCHEDULE-A** hereunder written with all easement rights over all common portions in the said

Buildings and/or Project from the Developer's Allocation attached and/or appurtenant to the said Apartment and the Owners/Vendors have agreed to sell the same to the Purchaser upon the confirmation by the Developer/Promoter on such terms, conditions and consideration as more fully and particularly mentioned and described hereunder.

- Z. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed of Conveyance and all applicable laws, are now willing to enter into this Deed of Conveyance on the terms and conditions appearing hereinafter and the parties herein are desirous of recording the same, in writing.

**NOW THEREFORE** in furtherance to receipt of the Sale Consideration, the Parties are executing this Deed of Conveyance for recording the sale, conveyance and transfer of the Apartment along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space (if any), absolutely and forever, in favour of the Purchaser on the terms and conditions mutually agreed by and between the Parties and contained in this Deed of Conveyance.

## **1. DEFINITIONS AND INTERPRETATIONS:**

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

- 1.1. **"ACT"** means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017);
- 1.2. **"AGREEMENT"** shall mean this Deed of Conveyance together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof;
- 1.3. **"APPROVALS"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
- 1.4. **"ADVOCATES"** shall mean Advocate appointed by the Developer/ Promoter herein, inter alia, for preparation of this agreement and the Sale Deed for transfer of the said Apartment/Unit;
- 1.5. **"ARCHITECT"** shall mean the Architect appointed or to be appointed from time to time by Developer/Promoter for the purpose of planning, designing and supervision of the construction of the Project;
- 1.6. **"ALLOTMENT/BOOKING"** shall mean the provisional Allotment/Booking letter issued by the parties of this Deed of Conveyance in respect of the said Apartment;
- 1.7. **"APARTMENT"** whether called dwelling unit, flat, office, chamber, showroom, shop, godown, Lands, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in the building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;

- 1.8. **"ALLOTTEE"** in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer/Promoter , and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- 1.9. **"APPLICABLE LAWS"** shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Apartment/Building/Project ;
- 1.10. **"APPLICABLE TAXES"** shall mean all the taxes, cess, revenue, by whatever name called, payable by the Promoters;
- 1.11. **"ASSOCIATION OF PURCHASERS"** shall mean the condominium /Association of the Purchasers/Apartment Owners/Occupiers in the Real Estate Project as the case may be, which shall be formed by the Promoters under the Applicable Laws;
- 1.12. **"BUILDING"** shall mean the Building to be constructed by the Developer/Promoter at the said Land in accordance with the Plan being a multi storied multi facility residential building of B+G+16 floors containing self contained several Apartments in each floors which includes any structure or erection or part of a structure or erection which is intended to be used for residential purpose which comprises of \_\_\_ self-contained Apartments /Units and/or constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership/exclusive basis more fully and particularly stipulated in Clause 3.16 of this Agreement.
- 1.13. **"BUILT UP AREA"** shall mean and include the aggregate of the Carpet Area, Balcony Area and the External Wall/Column Area.
- 1.14. **"CARPET AREA"** shall mean net usable floor area of the Apartment, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment.
- 1.15. **"COMMON MAINTENANCE EXPENSES"** shall mean and include all expenses for the maintenance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common to the owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed borne paid and shared by the owners/occupiers relating to the Project including those mentioned in **SCHEDULE F** hereto.
- 1.16. **"COMMON PURPOSES"** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations responsibilities and liabilities of the Owner/Vendor, Developer/Promoter and/or Purchaser and/or all owners/occupiers of the respective

Apartments/Units and all other purposes or matters in which Association and Occupants have common interest relating to the building in the project.

- 1.17. **"COMMON AREAS/Common Parts and Facilities"** shall mean common areas of the Project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, pump motors and its installations, generator and installations, drains, pipes, specifically for the purpose of common user of Co-owners/Co-lessees and/or Co-occupiers and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE E** hereunder.
- 1.18. **"COMMON ROOF"** shall mean a part or portion of the ultimate roof as may be determined by the Developer/Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the building situated at the said Land and shall also include demarcated portion of the roof of the podium as well.
- 1.19. **"COMPETENT AUTHORITY"** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;
- 1.20. **"INTERNAL DEVELOPMENT WORKS"** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, provision for community buildings and for treatment and disposal of sewage and sullage water, solid waste management and disposal, water conservation, energy management, fire protection and fire safety requirements, social infrastructure such as educational health and other public amenities or any other work in a project for its benefit, as per plans;
- 1.21. **"LAND"** shall mean such specification more fully and particularly stipulated in Clause 3.1 of this Agreement.
- 1.22. **"LAND SHARE"** shall mean the undivided, impartible, proportionate and variable share in the said Project, as be attributable and appurtenant to the said Apartment. The Land Share is to/shall be derived by taking into consideration the proportion, which area of the said Apartment bears to the total area of the Said Project.
- 1.23. **"LICENCES"** shall mean and include all licenses consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project;
- 1.24. **"MAINTENANCE AGENCY"** shall mean either the Promoters themselves or the Association of Purchasers or any third party employed/ hired by the Promoters / Association of Purchasers carrying out the maintenance services in the Real Estate Project;
- 1.25. **"OCCUPANCY CERTIFICATE"** shall mean the Occupation certificate to be granted by Asansol Municipal Corporation to be granted by Asansol Municipal Corporation certifying

completion of the new building and permitting the Apartment Owner to take possession of the Apartment intended to be acquired by the Purchaser/Allottee;

- 1.26. **"PARKING SPACE"** shall mean right to use space for parking of car, two wheeler or cycles in the portions of the basement , ground floor level or at other levels/MLCP, whether open or covered, of the Project and/or other spaces as earmarked, expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc to be allowed by the Developer/Promoter for exclusive use of the Purchaser who opts to take it from the Developer/Promoter. The specifically allotted Parking Space (Dependent/Independent) to a particular Purchaser shall be regarded as Reserved Area to be allotted for the exclusive use by the said individual Purchaser as decided by the Developer/ Promoter.
- 1.27. **"PROPORTIONATE SHARE"** will be fixed on the basis of the Carpet area of the Apartment/Unit purchased in proportion to the Carpet area of all the Apartment/Unit in the building or the Project as the case may be PROVIDED THAT where it refers to the share of the Purchaser in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied.
- 1.28. **"PROJECT"** shall mean the Building to be constructed at the said Land under the name and style "ANKUR SUKRITI" along with such specification more fully and particularly stipulated in Clause 3.15 of this Agreement. These facilities/facilities may be changed and/or varied as per the decision of Developer/Promoter in the manner prescribed in the Act.
- 1.29. **"PURCHASER"** in relation to this real estate project, means the person/persons who buy/purchase apartment/apartments or building or part of the building, as the case may be or to whom a apartment/ apartments or building, as the case may be, has been sold (whether as freehold or leasehold) or otherwise transferred by the Owner/Vendor and/or Developer/Promoter, and includes the person who subsequently acquires the said apartment/ apartments or building through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;
- 1.30. **"RESERVED AREAS AND FACILITIES"** shall mean such areas and/or facilities which may be reserved for use of certain Apartment or Apartments to the exclusion of the other Apartments more fully described in the **SCHEDULE E**. The Open/Covered car parking areas (Dependent /Independent) shall be part of Reserved Areas as well as the grant of exclusive right of use of demarcated space (if any) in any floor or a terrace appurtenant to any particular Flat of the Building to any Purchaser of the said Apartment plus any other Reserved Areas/Rights as defined herein.
- 1.31. **"RULES"** means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- 1.32. **"REGULATION"** means the Regulations made under The West Bengal Housing Industry Regulation Act 2017.
- 1.33. **"SECTION"** means a section of the Act.
- 1.34. **"STRUCTURAL ENGINEER"** shall mean the Engineer appointed or to be appointed from time to time by Developer/ Promoter for the preparation of the structural design and drawings of the buildings.

1.35. **"TERRACE"** shall mean an open terrace attached to a particular floor of the Building and not attached to a particular Apartment and form an integral part of such Building/Project is meant for common use and common to all Apartment owners on the contrary an open terrace attached to a particular Apartment and to form an integral part of such Apartment is exclusively meant for use of the said Apartment owner without any right of any other Apartment owners.

## 2. **ESSENTIAL EXPLANATIONS:**

In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or notated.
- iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from time to time in force and supplemental agreements or any other documents and/or agreements.
- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

## 3. **CONVEYANCE:**

3.1 In consideration of the payment of the sale consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Sale Consideration**") and the other amounts by the Purchaser in terms of the Agreement For Sale dated \_\_\_\_\_ and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Purchaser

stated in this Deed of Conveyance, the Apartment is hereby sold, conveyed and transferred in favour of the Purchaser absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the Common Areas and exclusive right to use and occupy the Car Park Space more fully and particularly mentioned and described in the **SCHEDULE B** herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said Building and Land.

- 3.2 The Total Price for the Apartment along with Parking space (if applicable) based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the break-up and description of the same provides herein below:-

Apartment Details	Total Carpet Area of the Apartment (Square Feet)	Rate of Apartment per Square Feet	GST as per prevailing rate	Amount (Rupees)
Block/Building/Tower No. .... Apartment No. ....  Type.....  Floor.....				
Maintenance Charges				
Other Charges				
Total Price in Rupees				

AND [If/as Applicable]

Garage/Car Parking Details	Total Carpet Area of the Car Parking (Square Feet)	Rate of Car Parking	GST as per prevailing rate	Amount (Rupees)
Open/Covered/Mechanical Car Parking Space/s .....				
Total Price in Rupees				

- 3.3 It is agreed that the Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications & amenities which are part of the Apartment as mentioned in **SCHEDULE D** and **SCHEDULE E** hereto, and which are in conformity with the advertisement, prospectus etc. on the basis of which sale is effected in respect of the Apartment without the previous written consent of the Buyer as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Buyer, or such minor changes or alterations as per the provisions of the Act.
- 3.4 The Buyer shall have the right to the Apartment as mentioned below:
- i) The Buyer shall have exclusive ownership of the Apartment.
  - ii) The Buyer shall have undivided proportionate share in the Common Areas. Since the share/interest of the Buyer in the Common Areas is undivided and cannot be divided or separated, the Buyer shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
  - iii) That the computation of the Sale Consideration of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas and amenities, preferential location charges, charges for exclusive use of balcony(ies)/open terrace(s)/garden(s), locational development charges, GST paid/payable by Developer/Promoter in connection with the development/ construction of the said Building/Project, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the Common Areas along with all expenses/charges of all amenities including all charges provided herein under **SCHEDULE - D, SCHEDULE - E** and **SCHEDULE - F**.
- 3.5 The Buyer has understood and acknowledged that as per the Applicable Laws some services and facilities may have to be made available at a single point for utilization from thereon for both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), which would be on sharing basis and meant to be used jointly by Buyers/Owners of apartments on both Project's Lands and Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), e.g. electricity connection, water and sewerage connection, etc. ("**Shared Services and Facilities**"). The Shared Services and Facilities may be provided/developed on Project Lands or the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands), and notwithstanding their location, all such Shared Services and Facilities would be available for use of Buyers/Owners of apartments on Project's Lands and the Other Lands (or on the lands resulting from the exchange/merger with the Other Lands). The Buyer shall use such Shared Services and Facilities strictly in accordance with the terms and conditions of the Deed of Conveyance, declaration to be filed under the Apartment Ownership Act, bye laws of the Association of Buyers and the Applicable Laws.
- 3.6 The Buyer shall be entitled TO HAVE AND TO HOLD the said Apartment hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Buyer absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Buyer not committing any breach, default or violation and subject to the Buyer not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Buyer/Owners and/or the Developer/Promoter .

- 3.7 It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the Car Park Space, save and except for the exclusive right to use and occupy the same, which allotted for himself or for his visitors. It is made clear by the Developer/Promoter and the Buyer agrees that the Apartment along with covered parking shall be treated as a single indivisible Apartment for all purposes. It is agreed that the Project is an independent, self-contained project covering the Project Lands and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Buyer. It is clarified that common areas/services/facilities of the Project shall be available for use and enjoyment of all buyers of the Project.
- 3.8 The Developer/Promoter has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer, which it has collected from all buyers, for the payment of the outstanding payments (including land cost, ground rent, municipal or other local taxes, charges, levies etc., charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoters fail to pay all or any of the outstanding payments collected by it from the buyers or any liability, mortgage loan and interest thereon before transferring the apartments to the Buyer, the Promoters agree to be liable, even after the transfer of the property, to pay such outstanding payments and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken thereof by such authority or person.

#### **4. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:**

- 4.1. The Building in which the Apartment is located have been completed and the necessary occupation/part occupation certificate in respect of the said Building has been obtained from the Competent Authority.

However, in case of further added buildings/towers in the Project and/or any extension of the project, if added later on and if applicable, at all, the Developer/Promoter have has made it clear to the Purchaser that as far as the other added buildings/towers in the Project and/or any extension of the project is concern, the Developer/Promoter is concerned the same is being completed in parts/phases and the Developer/Promoter shall obtain the part occupation certificates for the same in future after completion of the same. The Developer/Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the areas adjoining/near the Building in which the Apartment is located.

- 4.2. The Purchaser has seen and accepted the proposed layout plan/ demarcation-cum-zoning/site plan/building plan, floor plan and common areas/services/facilities and which has been approved by the Competent Authority, as represented by the Developer/ Promoter. The Developer/Promoter shall develop the Project in accordance with the said layout plans, demarcation-cum-zoning/site plan/building plan, floor plans and specifications, amenities and facilities. The Developer/Promoter undertake to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws as Applicable, conditions of license/ allotment as well as registration under the Act and provisions prescribed by the State of West Bengal and shall not have an option to make any variation/alteration/modification in

such plans, other than in the manner provided under the Act and the Rules or as per approvals /instructions /guidelines of the Competent Authorities.

- 4.3. The Purchaser understands and agrees that the Developer/Promoter shall carry out the internal development within the Project, which inter alia, includes laying of roads, water lines, sewer lines, electrical lines etc., however, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, and other such integral services are to be provided by the appropriate Authority and/or the local authorities and the Developer/Promoter are dependent on the appropriate Authority for providing such external linkage and the Developer/Promoter shall bear no responsibility for such unfinished work save and except towards payment of external development charges or similar charges to the extent set out herein.
- 4.4. The Developer/Promoter have handed over the vacant, physical and peaceful khas possession of the said Apartment to the Purchaser as per the specifications & amenities mentioned in **SCHEDULE D** and **SCHEDULE E** hereto. On and from the date of execution of this Deed of Conveyance, the Purchaser shall be liable to bear and pay the proportionate charges of all outgoing/charges in respect of the said Apartment as may be levied by the Association of Purchasers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.
- 4.5. Simultaneously upon execution of this Deed of Conveyance, the Developer/Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Purchaser, which the Purchaser hereby admits and acknowledges, to have received and the Purchaser/s is/are fully satisfied and has further declare and confirm that he/ she/they have no claims whatsoever, including with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.
- 4.6. Upon handing over possession of the Apartment, the Purchaser shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs/ interior works in the Apartment, as per its requirement and use. All such works in respect of fit-outs/ interior works in the Apartment will be done as permitted by the Developer/Promoter and/or Association of Purchasers and/or Maintenance Agency, as the case may be, and upon payment of charges, if any, as may be levied by the Developer/Promoter and/or Association of Purchasers and/or Maintenance Agency. The Purchaser shall ensure and undertakes that all such fit-outs done internally within the Apartment shall not pose any nuisance to the other occupants/purchasers and also protect against fire, pollution or health hazards, noise, etc. in the Project.
- 4.7. On and from the date of handover of the Apartment, the Purchaser shall be liable to pay for all common expenses as per the bills issued by the Competent Authorities or the Maintenance Agency, from time to time.
- 4.8. The Purchaser hereby agrees and undertakes to be a member of the Association of Purchasers to be formed under the Act/Apartment Ownership Act and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Purchasers. The Purchaser shall observe and perform all the rules, regulations of the Association of Purchasers that may be specified in detail under its bye-laws.

- 4.9. The Purchaser hereby agrees and undertakes to be a member of the Association of Purchasers shall abide by all terms and conditions bye-laws of the Association of Purchasers.
- 4.10. On and from the date of possession, the Purchaser is responsible for the internal security of the said Apartment and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Developer/Promoter shall not have any responsibility or liability whatsoever in this regard.

**5. TRANSFER:**

- 5.1. In consideration of payment for a total amount, more fully described in **SCHEDULE C**, and in the Memo of Consideration annexed hereto, paid by the Purchaser to the Developer/Promoter herein and in further consideration of Purchaser fulfilling all obligations under these presents, the Developer/Promoter and Owner/Vendor (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Purchaser **ALL THAT** the said Apartment with facility of car park in the allotted car parking space(if applicable), more fully and particularly mentioned and described in the **SCHEDULE B** herein under together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building more fully and particularly mentioned in the **SCHEDULE A** hereunder written with all easement rights over all common portions in the said Building and Land and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment **TO HAVE AND TO HOLD** the said Apartment, unto the Purchaser herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment, belonging to and held by the Purchaser for residential purpose only and upon/after execution of this Deed of Conveyance, subject however, to the rights reserved by the Transferors, the Purchaser shall have every right to sell, gift, lease and transfer the same on the same terms and condition as stipulated under this Deed of Conveyance.
- 5.2. Right to use the common area of the said Residential Project more fully described in **SCHEDULE E** (Share of Common area), are all comprised in and/or being part or portions of the said Residential Project, including the common facilities and amenities provided thereat.
- 5.3. The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **SCHEDULE H** and further subject to conditions more fully described in **SCHEDULE F** and **SCHEDULE G**, which shall be covenants running with the said Apartment.
- 5.4. The Purchaser subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the Schedules below, appearing hereinafter, shall peacefully own, hold and enjoy the said Apartment.
- 5.5. Upon execution of this Deed of Conveyance, the Purchaser shall not raise any claim of whatsoever nature, against the Developer/ Promoter and Owner/Vendor.

**6. REPRESENTATIONS AND WARRANTIES OF THE OWNER/ VENDOR/ PROMOTER:**

The Developer/Promoter hereby represents and warrant to the Purchaser as follows:

- (i) The Developer/Promoter have absolute, clear and marketable title with respect to the Project's Lands;

- (ii)** The Developer/Promoter have lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project on the said Project;
- (iii)** There are no litigations pending before any Court of law or authority with respect to the said Real Estate Project/ Building or the Apartment;
- (iv)** That right, title and interest which the Developer/Promoter doth hereby profess to transfer, subsists and that the Developer/Promoter has good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assign and assure the said Apartment unto the Purchaser and hereby granted, conveyed, transferred, assigned and assured the same unto the Purchaser in the manner expressed herein or intended so to be.
- (v)** All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the said Project and the said Apartment are valid and subsisting and have been duly obtained by following due process of law. Further, the Developer/Promoter have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project being the Real Estate Project, the Building, the Apartment and the Common Areas;
- (vi)** The Developer/Promoter the right to enter into this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may be prejudicially affected;
- (vii)** The Developer/Promoter have not entered into any Agreement for Sale and/or Deed of Conveyance or any other agreement/ arrangement with any other person or party with respect to the said Project Land, including the said Real Estate Project and the Buildings/Apartment which will, in any manner, affect the rights of Purchaser under this Conveyance Deed;
- (viii)** The Developer/Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance;
- (ix)** The Project Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same;
- (x)** The Developer/Promoter shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever; which it has collected from the Purchasers, payable with respect to the said Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas (equipped with all the specifications, amenities and facilities) to the Purchaser and the Association of Purchasers or the Competent Authority, as the case may be;
- (xi)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Developer/Promoter in respect of the Project Lands and/or the Real Estate Project.

- (xii) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively belongs to the Developer/Promoter and the Developer/Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- (xiii) Non-enforcement of any right by the Developer/Promoter or any indulgence granted by the Developer/Promoter to the Purchaser or any other Apartment Purchaser/Owner shall not amount to any waiver of any of the rights of the Developer/Promoter .

**7. MAINTENANCE OF THE SAID PROJECT/BUILDING/ APARTMENT:**

- 7.1 The Developer/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Purchasers or the Competent Authority, as the case may be, upon the issuance of the completion certificate (or part thereof) or occupancy certificate (or part thereof), as the case may be, of the Project.
- 7.2 In case, the Association of Purchasers fails to take handover of such essential services as envisaged in this Conveyance Deed or as per the Applicable Laws, then in such a case, the Developer/Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Association of Purchasers or proportionately from all Purchasers at the Project.
- 7.3 On and from the date of execution of this Conveyance Deed, the Purchaser shall be liable to bear and pay all common expenses in respect of the Apartment including the proportionate charges of all outgoings/charges in respect of the said Apartment and maintenance charges as may be levied by the Association of Purchasers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.
- 7.4 The Purchaser shall pay the maintenance charges in relation to the Apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency. It is made clear to the Purchaser that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.
- 7.5 The Purchaser agrees to maintain at the close of each financial year ending on 31<sup>st</sup> March IBMS with the Association of Purchasers/ Competent Authority, as the case may be. The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 7.6 The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those

earmarked as parking spaces, and the same shall be reserved for use by the Association of Purchasers/Maintenance Agency/ Competent Authority, as the case may be, for rendering maintenance services.

## **8. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Promoter as per the Agreement For Sell is brought to the notice of the Promoters within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer/Promoters' failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Purchaser shall, in order to mitigate any further prejudicial effect, notify the Developer/Promoter of such structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters, in a prompt manner and preferably within 7 (seven) days from the date of occurrence.

However, the Developer/Promoter shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Purchaser or non-compliance of any Applicable Laws by the Purchaser; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Purchaser understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Developer/ Promoter, and the Developer/Promoter shall not be liable for rectification of any defects therein.

Provided further that in case rectification of any such structural defect or any other defect in workmanship, quality or provision of services by the Developer/Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Developer/Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Purchaser prior to expiry of the said initial 30 (thirty) days. The Purchaser hereby agrees to such additional time/extension of time without being entitled to/ making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws. Further, the Developer/ Promoter shall not be held responsible for any delay in completing the rectification if the same is caused due to any non-cooperation from other apartment Allottees/Purchasers/Owners and the Association of Purchasers.

Provided further that the above said responsibility of the Developer/Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Purchaser or its nominee/agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/equipments (v) accident and (vi) negligent use. Warranty for all

consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms.

Provided further that the Purchaser shall also pay maintenance charges for maintenance of the Project and its facilities and amenities during the period of first five years and thereafter and in case non-payment of maintenance charges by the Purchaser and there being discontinuation of proper maintenance in that event the Developer/Promoter shall not be held as liable as default on its part under this clause.

**9. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/Promoter and/or Maintenance Agency and/or the Association of Purchasers and/or the Competent Authority shall have right of access to all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Association of Purchasers / Maintenance Agency / the Competent Authority to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**10. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- (i) Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the said Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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. Any fit-outs to be carried out by the Purchaser in the said Apartment shall be in accordance with the 'Fit-out Guidelines'.
- (ii) The Purchaser/ the Association of Purchasers further undertakes, assures and guarantees that it would not put any sign-board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings or the said Apartment or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Purchaser/Association of Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Building.
- (iii) The Developer/Promoter and/or Owner/Vendor and/or Purchaser and/or Association of Purchasers shall not create any hindrance by way of locking, blocking, parking or in any manner in the right of passage or access or Common Areas which otherwise are available for free access.
- (iv) If any damage is caused to the Apartment, Common Areas or to the Project on account of any act, negligence or default on part of the Purchaser or his employees, agents, servants, guests, or invitees, the Purchaser shall be liable and responsible for the consequences thereof,

including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Developer/ Promoter or the Association of Purchasers or the Maintenance Agency, as the case may be.

- (v) The Purchaser/the Association of Purchasers shall not remove any wall, including the outer and load bearing wall of the Apartment, as the case may be. The Purchaser is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment/ Building and/or the said real estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Purchaser shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Developer/ Promoter and/or Association of Purchasers in writing as the case may be.
- (vi) The Purchaser shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace(s) or garden(s), as the case may be, and in no other manner whatsoever.
- (vii) The Purchaser/Association of Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Promoter and after the handover of the Common Areas by the Developer/Promoter the same shall be conformity with the approval from the Maintenance Agency/Association of Purchasers, as the case may be. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (viii) The Purchaser shall not use/cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Purchaser specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- (ix) Save the said Apartment, the Purchaser shall have no or nor shall claim any right whatsoever or howsoever over and in respect of the other Apartment and spaces or constructed areas or parking spaces at the said Project. The right of the Purchaser shall remain restricted to his/her/their respective Apartment and use of the Common Parts, Portions, Facilities and Amenities and in no event the Purchaser shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building/Project.
- (x) The Purchaser undertakes not to sub-divide/amalgamate the Apartment(s) with any other apartment/area in the Project.
- (xi) The name of the Project shall always be 'ANKUR SUKRITI' and the Purchaser or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Purchasers shall not be entitled to change the same.
- (xii) The Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

**11. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:**

- (i) The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, and notifications applicable to the said Project.
- (ii) The Developer/Promoter has made it expressly clear to the Purchaser that the rights of the Developer/Promoter in the Apartment agreed to be conveyed/sold/transferred herein are circumscribed by and subject to the conditions imposed by the Asansol Municipal Corporation and/or any other statutory authority(ies).
- (iii) The Purchaser shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable site plans, building plans and other Applicable Laws applicable to the Apartment and /or the Buildings/Project.

**12. ADDITIONAL CONSTRUCTIONS:**

The Developer/Promoter undertake that they have no right to make additions or to put up additional structure(s) anywhere in the Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

**13. COMPLIANCE WITH THE ACT AND RULES AND APARTMENT ACT :**

The Developer/Promoter have assured the Purchaser that the Real Estate Project in its entirety is in accordance with the provisions of the Act and Rules, Apartment Act and all other applicable Laws, Act and rules framed / to be framed thereunder.

**14. ENTIRE CONVEYANCE DEED:**

This Conveyance Deed, along with its schedules, constitutes the entire understanding/ contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Agreement For Sell) and there are no promises or assurances or representations, oral or written, express or implied, of the Promoters, other than those contained in this Conveyance Deed.

**15. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS OF THE APARTMENT:**

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the said Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

**16. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:**

Wherever in this Conveyance Deed it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project, as the case may be.

**17. CONSENT CONCURRENCE:**

That the parties have entered into this Deed of Conveyance without indulging into any sort of coercion, undue-influence, misrepresentation, fraud, mistakes etc and this Deed of Conveyance is completely independent entered into by and between the parties herein and giving rise to independent actions.

**SCHEDULE-'A'**  
**(LAND TO BE DEVELOPED)**

**ALL THAT** piece and parcel of total 69 Cottahs 2 Chittaks 29 sq. ft. or 114 Decimals land, together with Asbestos shed structures (800 sq. ft.) standing thereto, situated at and/or comprised in R.S. Plot Nos. 20211, 20212, 20213, 20214, 20215, under R.S. Khatian Nos. 2382, 2371 & 18750 (i.e. 7 Cottahs 13 Chittaks 43 sq. ft. or 13 Decimals in R.S. Dag No. 20211 (Twenty Thousand Two Hundred Eleven), under R.S. Khatian No. 2371 (Two thousand Three Hundred Seventy One); 8 Chittaks 32 sq. ft. or .90 Decimal in R.S. Dag No. 20212 (Twenty Thousand two hundred twelve), under R.S. Khatian No. 2371 (two thousand three hundred seventy one); 12 Cottahs 11 chittaks 29 sq. ft. or 20.8 Decimals in Dag No. 20213 (twenty thousand two hundred thirteen), under R.S. Khatian No. 2382 (two thousand three hundred eighty two), 38 cottahs or 62.8 Decimals in Dag No. 20214 (twenty thousand two hundred fourteen), under R.S. Khatian No. 18750 (eighteen thousand seven hundred fifty) & 10 Cottahs or 16.6 Decimals in Dag No. 20215 (twenty thousand two hundred fifteen), under R.S. Khatian No. 18750 (Eighteen thousand seven hundred fifty), all within Mouza Asansol Municipality, J.L. No. 20, P.S. Asansol, District – Burdwan, West Bengal and the said plots are lying continuous to each other as a single plot of land, butted and bounded as follows :-

ON THE NORTH	:	Passage.
ON THE SOUTH	:	G.T. Road.
ON THE EAST	:	Property of Subhani.
ON THE WEST	:	Maltimangal Plaza.

**SCHEDULE-'B'**  
**(APARTMENT/UNIT)**

**ALL THAT** a self contained independent Apartment/Unit measuring a carpet area of \_\_\_\_ sq. ft. together with a balcony area of \_\_\_\_ sq. ft. (built up area of \_\_\_\_\_ sq. ft.) be the same a little more or less with attached terrace/balcony area of \_\_\_\_\_ sq. ft., being Flat/ Apartment No. \_\_\_\_ on \_\_\_\_ floor in the Building/Towers/Blocks No. \_\_\_\_\_ at the Project "**ANKUR SUKRITI**" more or less, comprising of \_\_\_\_ **Bed Rooms**, \_\_\_\_ **Dinning/Living Room**, \_\_\_\_ **Kitchen**, \_\_\_\_ **Toilets**, \_\_\_\_ **Balcony**, \_\_\_\_ **Servant Quarter**, together with the right to use \_\_\_\_ nos. Open/ Covered/Basement Parking Space measuring about \_\_\_\_\_ sq. ft. (dependent/ independent) on the \_\_\_\_ level of the Buildings/Project TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said Buildings and the right to use the common areas/common parts and facilities in common AND TOGETHER WITH undivided proportionate impartible share or interest in the land underneath the said Buildings appurtenant thereto AND TOGETHER WITH all easement rights over all common portions in the said entire land and Buildings along with other Purchaser/Allottee(s).

**SCHEDULE-'C'**  
**(PAYMENT PLAN)**  
**(MODE OF PAYMENT OF CONSIDERATION)**

Total consideration of the said Apartment/Unit is **Rs.** \_\_\_\_\_ **(Rupees**  
 \_\_\_\_\_ **Only)** and the said consideration is payable in the following  
 manner:

<b>PAYMENT SCHEDULE</b>		
<b>Sl.No.</b>	<b>Particulars</b>	<b>% Consideration</b>
1.	Application/ Booking Money	10% + GST as applicable
2.	Within 15 days from the date of signing of this Agreement	10% + Legal and Documentation Charges + GST as applicable
3.	On Commencement of Foundation	10% + GST as applicable
4.	On Commencement of 1 <sup>st</sup> floor Roof Casting	10% + GST as applicable
5.	On Commencement of 4 <sup>th</sup> floor Roof Casting	10% + GST as applicable
6.	On Commencement of 8 <sup>th</sup> floor Roof Casting	10% + GST as applicable
7.	On Commencement of 12 <sup>th</sup> floor Roof Casting	10% + GST as applicable
8.	On Commencement of Ultimate Roof Casting	10% + GST as applicable
9.	On Commencement of Brick Work of the said Apartment/Unit	5% + GST as applicable
10.	On Commencement of flooring of the said Apartment/Unit	5% + GST as applicable
11.	On installation of Lift & Generator	5% + GST as applicable
12.	On Completion/ Possession whichever is early	5% + Maintenance Charges + Other Charges + GST as Applicable

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

**SCHEDULE-'D'**  
**SEPECIFICATIONS, AMENITIES AND FACILITIES**  
**(WHICH ARE PART OF THE SAID APARTMENT/UNIT/BUILDINGS)**

**SEPECIFICATIONS**

<b>ITEMS</b>	<b>Stipulations</b>
FOUNDATION	• Raft Foundation
STRUCTURE	• Earthquake resistant RCC structure standing on strong foundation.
ELEVATION	• Modern Aesthetic Elevation.

INTERIOR		• AAC Block wall with Wallputty on the walls.
FLOORING		• Bedrooms /Living /Dining /Balcony - Vitrified tiles.
WALL FINISH		• Interior – AAC Block wall with cement putty. • Exterior - Combination of antifungal paint.
ROOF		• Tiles over waterproofing treatment.
KITCHEN		• Granite Platform • Anti-skid vitrified tiles in flooring. • Stainless steel sink. • Dado tiles upto 2 ft above the cooking platform. • Electrical points for refrigerator, water purifier & exhaust fans.
TOILET		• Sanitaryware fittings of reputed brand. • Anti-skid vitrified tiles in flooring. • Glazed tiles on the walls upto door height. • CP fittings of Jaquar or equivalent. • Electrical points for geyser & exhaust fan. • Plumbing provision for hot & cold water line.
LOBBY		• Well decorated lobby. • Main Lobby - Flooring mix of marbles/tiles/ granite. • Main Lobby - Decorated lift wall panel. • Restiles\ Kota in staircase. • Vitrified Tiles in each floor lobby.
DOOR		• Main Door – Flush door with decorative lock of reputed brand. • Other Internal Doors – Flushed panel doors.
WINDOW		Aluminium windows with glass panes.
HARDWARE FITTINGS PAINTING	AND	• Hardware fittings of reputed make and Branded Locks.  • Internal: Wall Putty over internal plaster. • External: Plain & Texture Painting & Paints on MS Works.
PLUMBING SANITARY ELECTRICAL	AND	• Soil and Waste Pipes - UPVC pipes of reputed make. • Sanitary Water Supply: CPVC. • Modular switches of reputed brand. • Ample necessary electrical points all across the Apartment/Unit. • PVC conduit pipe concealed copper wiring with central. • MCB/RCB of reputed brand.

### **AMENITIES AND FACILITIES**

<b>ITEMS</b>	<b><i>Stipulations</i></b>
ELEVATOR	• 4 Nos. Glass backing automatic passenger lifts of reputed brand (2 in each

	Block).
	<ul style="list-style-type: none"><li>• 2 Nos. stretcher sized service lifts of reputed brand (1 in each Block).</li><li>• Lifts fitted with latest &amp; modern rescue cum security features.</li></ul>
VEHICLE MANAGEMENT	<ul style="list-style-type: none"><li>• Minimum one car parking space per Apartment/Unit.</li><li>• Basement / Covered / Open car park options.</li><li>• Well numbered, illuminated &amp; ventilated car park bays.</li></ul>
WATER MANAGEMENT	<ul style="list-style-type: none"><li>• 24 Hours Water Supply.</li><li>• De-ionisation cum water filtration plant.</li></ul>
POWER BACK-UP	<ul style="list-style-type: none"><li>• Full power backup to run lifts / pumps / common area lighting.</li><li>• Adequate power backup provision for all the Apartments/ units with extra cost.</li></ul>
SAFETY, SECURITY & FIRE PROTECTION	<ul style="list-style-type: none"><li>• Intercom Connectivity connection with Security.</li><li>• State-of-the-art intelligent fire fighting system as per the norms.</li><li>• Gated security, trained guards, 24x7 surveillance, CCTV monitoring.</li></ul>
HEALTH CARE	<ul style="list-style-type: none"><li>• Infinity swimming pool at podium level with separate changing rooms.</li><li>• Fully equipped AC gymnasium.</li><li>• Yoga cum meditation zone.</li></ul>
LIFESTYLE & ENTERTAINMENT	<ul style="list-style-type: none"><li>• AC Banquet cum community hall for get together and parties.</li><li>• Landscaped central garden with sidewalk &amp; seating zone.</li></ul>
CHILDREN'S CORNER	<ul style="list-style-type: none"><li>• Outdoor children's / kids play area.</li></ul>
GAMES & SPORTS	<ul style="list-style-type: none"><li>• Indoor games / cards room for elders.</li><li>• Multi-activity sports room for youngsters.</li></ul>

### **SCHEDULE-'E'**

#### **COMMON AREAS, SEPECIFICATIONS, AMENITIES AND FACILITIES**

#### **(WHICH ARE PART OF THE SAID PROJECT)**

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 includes the following:

- 1.1.1.** : Common Generators, its installation and its allied accessories, lighting of the common areas and common utilities.
- 1.1.2.** : Electrical Transformers, electric wiring meters and panels, Electrical ducts, duct covers and risers, fitting, fixtures, lights and switches for the common areas of the Building.
- 1.1.3.** : Roads/Pathway, installations, and Security Arrangements.
- 1.1.4.** : Drains and Sewers from the Lands to the Municipal Drains.
- 1.1.5.** : Water sewerage and drainage connection pipes from the Apartments/Units to drains and sewers common to the Lands.

- 1.1.6.** : Boundary walls of the Lands.
- 1.1.7.** : Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.8.** : Management / Maintenance office if any.
- 1.1.9.** : Security Arrangements with CCTV with Close circuit TV at Ground Floor and Video door phone facility.
- 1.1.10.** : Main Entrance Gate.
- 1.1.11.** : Fire Fighting Equipment and Extinguishers and Protection system.
- 1.1.12.** : Water supply system with De-ionisation cum water filtration plant.
- 1.1.13.** : Communication system for Intercom.
- 1.1.14.** : Water pump, the pump room, water reservoir and distribution pipes.
- 1.1.15.** : Fittings & Fixtures for common area lighting.
- 1.1.16.** : Intercom facility.
- 1.1.17.** : AC Banquet cum community hall for get together and parties,
- 1.1.18.** : Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- 1.1.19.** : Visitors Car Parking if any.
- 1.1.20.** : Fully equipped AC Gymnasium and Yoga cum meditation zone.
- 1.1.21.** : Landscaped central garden with sidewalk & seating zone and Infinity swimming pool at podium level with separate changing rooms.
- 1.1.22.** : Outdoor children's/kids play area.
- 1.1.23.** : Indoor games/cards room for elders and Multi-activity sports room for youngsters.

LEVEL-2: Those which are to remain common to the Apartments/units in any particular Building/Block/Project. This comprises the Common Portions at Level 2 includes the following:

- 1.2.1.** : Entrance lobby with smart Decor.
- 1.2.2.** : Lobbies on each of its floors and the staircases and landings from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.2.3.** : Elevators.
- 1.2.4.** : Earmarked area of Ultimate Roof and Service Terrace of the building demarcated for common use.
- 1.2.5.** : Overhead Water Tank.
- 1.2.6.** : Lifts and their accessories installations and spaces required therefore.

**1.2.7. :** Toilet and shower room on the Ground Floor (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment/Unit comprises as the Common Portions at Level 3 includes the following:

- 1.3.1.** Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads/pathways, lighting equipments, gates, room for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Purchaser/Allottee(s).
- 1.3.2.** Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like those that are inside the Project including its boundary walls and/or fences, etc. shall be deemed to be common portion only of the Project and common to its all Apartment/Unit Owners and users.

The Developer/Promoter reserves the right to alter the above scheme or any of the items mentioned in Levels 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Purchaser/Allottee(s) of the Project.

**SCHEDULE-'F'**  
**(MAINTENANCE CHARGES)**

1. The cost of maintenance will be paid/borne by the Purchaser/Allottee(s) from the date of official possession of the said Apartment/Unit till handover of maintenance of the project by the Developer/Promoter to the Association of Purchaser/Allottee(s) irrespective of whether the Purchaser/Allottee(s) take possession of the said Apartment/Unit or not for any reason whatsoever or howsoever.
2. The Purchaser/Allottee(s) shall before taking possession of the said apartment pay in advance maintenance charges for the initial period of one year being a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) being the sum calculated at the rate of Rs...../- (Rupees..... only) per sq. ft. per month on the built-up area of the said Apartment/Unit or the actual amount/rate whichever is higher together with applicable GST towards cost of such maintenance of the said Project payable to the Developer/ Promoter.
3. Developer/Promoter for providing the maintenance services of the project will be entitled to the administrative charges of 15% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. After expiry of the said one year period, the Developer/Promoter shall at its own discretion fixed the maintenance charges and the Purchaser/ Allottee(s) shall bound to pay the same in advance on monthly basis to the Developer/Promoter till the Developer/Promoter handover the maintenance of the said project to the Association of Purchaser/ Allottee(s). However after formation of such owners association, the Developer/Promoter shall handover the responsibilities of maintenance of the said project to the said Association of Purchaser /Allottee(s).
4. The cost of Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Purchaser/Allottee(s) and all other expenses for the

common purposes to be contributed borne paid and shared by the Purchaser/Allottee(s) of the said Buildings/Project including those mentioned as follows:-

- 4.1. Cost of maintenance regarding repairing, redecorating etc. of the main structure and in particular the gutters fresh rain water pipe drain sewerage and water storages tanks and electric wires, motors, and other appliances and passages in or under or upon the Buildings and enjoyed or used by the Purchaser/Allottee(s) in common with other occupiers of the Buildings and the main entrances, passages, lobby, terrace, roof, landing staircase, lift of Buildings enjoyed by the Purchaser/Allottee(s) or used by him in common and the boundary walls of the Buildings, compound terrace etc.
- 4.2. Cost of the cleaning and lighting the common areas, passages, landing, staircases, lift and other parts of the Buildings as enjoyed used by Purchaser/Allottee(s) in common as aforesaid.
- 4.3. Cost of charges of establishment for maintenance of the Buildings and the salaries of all persons employed for the same purpose.
- 4.4. Cost of Annual Maintenance Charges for Lift and allied accessories, Generator its installation and its allied accessories, Water Pump its installation and its allied accessories, Motors (if any) its installation and its allied accessories, and All Electricity Equipments its installation and its allied accessories, etc as enjoyed used by Purchaser/Allottee(s) in common.
- 4.5. All charges and deposits for suppliers of common utilities.
- 4.6. Establishment and all other capital and operational expenses of the Association.
- 4.7. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 4.8. Keeping the gardens and the grounds of the Project generally in a neat and tide condition and tending and renewing all lawns decorations thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4.9. Creation of Sinking/Corpus Fund for replacement, renovation and other periodic expenses of equipments.
- 4.10. Insuring any risks in respect of the said Apartment/Unit/ Buildings/Project.
- 4.11. Costs and expenses relating to renewal of various licenses, including but not limited to lift, fire, pollution and annual maintenance contracts with regard to the Buildings and/or the Project.
- 4.12. Expenses regarding abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development work of the said Buildings/Project or any part thereof so far as the same is not the liability of or attributable to any individual Apartment/Unit Owner /Occupier within the Project.

- 4.13. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment/ Unit(s).
- 4.14. Cleaning as necessary of the areas forming parts of the Project.
- 4.15. Maintaining and operating the lifts of the said of the Project.
- 4.16. Paying all land revenue/khazana for the land of the said Project and the rates taxes duties charges assessments and outgoings whatsoever assessed charged or imposed upon or payable in respect of the Buildings or any part thereof excepting in so far as the same are the responsibility of the individual owners/lessees/occupiers of any Apartment/Unit of the said Buildings and liable to pay including but not limited to all the Central Government or State Government or any other statutory authorities, the municipal rates, taxes, water tax, multistoried building tax, urban land tax, service tax or any other property tax including wealth tax, development tax and sales tax, if any applicable, as the case may be.
- 4.17. Generally managing and administering the development and protecting the amenities in the Buildings and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments/Units.
- 4.18. All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.
- 4.19. Any other expense for common Purpose.
5. That the Developer/Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Purchaser/Allottee(s). However, neither the Developer/Promoter shall ask for any extra amount on that account, for the said period, nor the Purchaser/ Allottee(s) shall ask for any deduction for the same.
6. The Purchaser/Allottee(s) shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser/Allottee(s) shall be liable to pay interest @ 2% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser/Allottee(s) shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Buildings/Project and the Developer/Promoter and/or Association of Purchaser/Allottee(s), as the case may be, shall be entitled to take the following measures and the Purchaser/Allottee(s) hereby consents to the same:
  - 6.1. to discontinue the supply of electricity to the said "Apartment/ Unit".
  - 6.2. to disconnect the water supply
  - 6.3. not to allow the usage of lifts, either by Purchaser/Allottee(s), his/her/their family members, domestic help and visitors.

- 6.4. to discontinue the facility of DG Powerback-up
- 6.5. to discontinue the usage of all amenities and facilities provided in the said project "ANKUR SUKRITI" to the Purchaser/Allottee(s) and his/her/their family members/guests.
7. The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser/Allottee(s) have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Developer/Promoter and/or Association of Purchaser/Allottee(s) to realize the due amount from the Purchaser/Allottee(s).

**SCHEDULE-'G'**  
**(OTHER CHARGES)**

All the following charges to be paid by the Purchaser/Allottee(s) before taking official possession of the said Apartment/Unit under the project "ANKUR SUKRITI" from the Developer/Promoter herein and also should get an acknowledgement for the same.

1. The Purchaser/Allottee(s) before taking possession of the said Apartment /Unit agrees to pay additionally in advance to the Developer/ Promoter a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) being the sum calculated at the rate of Rs...../- per sq. ft. on the Carpet area of the said Apartment/Unit towards Sinking/Corpus Fund along with G. S. T. charges as applicable, which will be a interest free Security Deposit deposited for a period of one year towards performance of the terms and conditions of this Agreement required to be performed by the Purchaser/Allottee(s). PROVIDED that after a period of one year from the date of such possession and/or upon formation of the Association of Purchaser/Allottee(s) as may be formed at the instance of the Developer /Promoter, the said Sinking/Corpus Fund or any part thereof if lying in the hands of the Developer/Promoter shall be paid and/or made over to the said Association of Purchaser/Allottee(s). PROVIDED FURTHER from the date of official possession of the said Apartment/Unit till handover of maintenance of the project to the Association of Purchaser/ Allottee(s), if the Purchaser/Allottee(s) commits any default or refuse or neglect to make payment of any cost, tax, outgoings or maintenance charges as agreed to be paid by the Purchaser/ Allottee(s) to the Developer/Promoter, the Developer/Promoter shall have the exclusive right in its sole discretion to appropriate the said defaulted amount from the said Sinking/Corpus Fund and in the event such defaulted amount is not wholly appropriated from the said Sinking/Corpus Fund, then in that event the Developer/ Promoter shall impose interest at the rate of 6% per annum on the remaining defaulted amount from its due date until the date of actual payment thereof.
2. As the said Apartment/Unit is situated on the \_\_\_\_\_ floor the Purchaser/Allottee(s) agrees to pay additionally a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) being the sum calculated at the rate of Rs. ..../- per sq. ft. on the built-up/carpet area of the said Apartment/Unit along with G. S. T. charges as applicable as the said sum is only applicable for 3<sup>rd</sup> floor or onwards the Buyer
3. Developer/Promoter has given opportunity to the Purchaser/ Allottee(s) to enjoy the facilities and services of Transformer and Generator and it is mandatory that the Apartment/Unit Purchaser/ Allottee(s) shall pay Rs ...../- (Rupees ..... ) only per K. V. A. as per requirements along with G. S. T. charges as applicable to Developer/ Promoter

before taking possession of the Apartment/unit for availing the facilities and services of the Transformer and Generator.

4. That it is mandatory that the Apartment/Unit Purchaser/Allottee(s) shall have to pay one time fees of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only along with G. S. T. charges as applicable for per Apartment/Unit to the Developer/Promoter for Water Connection Charges before taking possession of the Apartment/Unit in regard to avail facilities thereof.
5. Charges for AMC re-sanction in case of modification in the said Apartment/Unit pursuant to the request made by the Purchaser/ Allottee(s) of Rs. \_\_\_\_\_/- along with G. S. T. charges as applicable.
6. Charges for Formation of Association of Rs. \_\_\_\_\_ /- or Rs. \_\_\_\_\_ / = (Rupees \_\_\_\_\_ ) per sq. ft. as the case may be along with G. S. T. charges as applicable.
7. Charges for Electric Meter Deposit and Electric Cabling along with G. S. T. charges as applicable.
8. All Applicable/Ancillary charges as time to time claim by the Developer/Promoter including any Additional Deposits and Costs, etc. along with G. S. T. charges as applicable.
9. All charges in respect of GST and other taxes, levies, cess, assessments and impositions, as applicable.
10. Legal and Documentation charges of Rs. \_\_\_\_\_/- (Rupee \_\_\_\_\_) Only along with G. S. T. charges as applicable to be paid to the Developer/Promoter by the Purchaser/Allottee(s) along with Stamp Duty/Registration & Conveyance expenses as per actual.

**SCHEDULE-'H'**  
**(EASEMENT & RESTRICTIONS)**

That all the Purchaser/Allottee(s) and/or the Apartment/Unit Owners/ Occupants of the said Project "ANKUR SUKRITI" including the Owners/Vendors and Developer/Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments/Units over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the said Apartment/Unit or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other.
5. None of the Apartments/Units shall be partitioned by metes and bounds by dividing an Apartment/Unit, for the purpose of sale of such part/s of the said Apartment/Unit.

6. The Purchaser/Allottee(s) of the said Apartment/Unit shall not install any box grill for the windows, nor shall change the design of the window, balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

**SCHEDULE-'I'**

**(TITLES, RECITALS AND PARTICULARS OF THE SAID LAND)**

- 1 That the Owners/Vendors herein are the absolute and lawful joint owners in respect of **ALL THAT** piece and parcel of land measuring 69 Cottahs 2 Chittaks 29 Sq.ft. or 114 Decimals land, together with Asbestos shed structures (800 sq.ft.) standing thereto, lying and situated at and/or comprised in R. S. Dag Nos. 20211, 20212, 20213, 20214, 20215, under R. S. Khatian Nos. 2382, 2371, 2165 and 18750, all within Mouza Asansol under Asansol Municipality, J. L. No. 20, P. S, Asansol, District - Burdwan, West Bengal, hereinafter referred to as the said "**LAND**" and more fully and particularly mentioned and described in the **SCHEDULE A** hereunder written and demarcated in the lay out plan annexed hereto and marked **ANNEXURE-A**.
- 2 The said Land is free from all sorts of encumbrances, charges, liens, lispendenses, mortgage and attachment and/or any defect in right, title and interest therein whatsoever and the Owners/Vendors herein has got absolute clear, free and marketable title to the said Land as mentioned hereinabove.
- 3 The Owners/Vendors herein are the exclusive owners by way purchase and by way of inheritance in respect of the 69 Cottahs 2 Chittaks 29 Sq.ft. or 114 Decimals land, together with Asbestos shed structures (800 sq.ft.) standing thereto, situated at and/or comprised in R. S. Plot Nos. 20211, 20212, 20213, 20214, 20215, under R. S. Khatian Nos. 2382, 2371 and 18750 [i.e. 7 Cottahs 13 Chittaks 43 Sq.ft. or 13 Decimals in R. S. Dag No. 20211 (twenty thousand two hundred eleven), under R. S. Khatian No. 2371 (two thousand three hundred seventy one); 8 Chittaks 32 Sq.ft. or .90 decimal in R. S. Dag No. 20212 (twenty thousand two hundred twelve), under R. S. Khatian No. 2371 (two thousand three hundred seventy one), 12 Cottahs 11 Chittaks 29 Sq.ft. or 20.8 decimals in Dag No. 20213 (twenty thousand two hundred thirteen), under R. S. Khatian No. 2382 (two thousand three hundred eighty two), 38 Cottahs or 62.8 decimals in Dag No. 20214 (twenty thousand two hundred fourteen), under R. S. Khatian No. 18750 (eighteen thousand seven hundred fifty) and 10 Cottahs or 16.6 decimals in Dag No. 20215 (twenty thousand two hundred fifteen), under R. S. Khatian No, 18750) (eighteen thousand seven hundred fifty), all within Mouza Asansol under Asansol Municipality, J. L. No. 20, P. S, Asansol, District - Burdwan, West Bengal.
- 4 The Owners/Vendors herein being absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Land intent to develop the said Land and the Developer/Promoter herein with the intent of undertaking the development of the said Land after being fully satisfied about its marketable title, the Owners/Vendors and the Developer/Promoter had entered into a Development Agreement dated 4<sup>th</sup> June, 2013 registered in Additional District Sub-Registrar of Asansol and recorded in Book No. 1, CD Volume No. 40, pages 1 to 57, being No. 06127 for the year 2013 and in terms of the said Development Agreement the Owners/Vendors are having 36% of Owners' Allocation and the said Developer/Promoter shall have 64% of the Developer's Allocation in respect of the total covered saleable area as may be constructed on the said land in terms of the said

development agreement and whereby the Owners/Vendors granted the exclusive right of development in respect of the said Land unto and in favour of the Developer/Promoter herein for the consideration and subject to the terms and conditions contained and recorded in the said Development Agreement.

- 5** That simultaneously with the execution of the said Development Agreement and in terms thereof the said Dalip Singh & Gurjinder Singh, and Prakash Kaur (since deceased), along with their other 21 co-owners being the Owner/Vendor herein executed a General Power of Attorney on 4<sup>th</sup> day of June, 2013 in favour of the Developer/Promoter which was duly registered before the Additional District Sub-Registrar of Asansol in Book No, 1, CD Volume No. 39, pages 1943 to 1975, being No. 06126 for the year 2013 whereby and/or where under Developer/Promoter herein represented by its Director - Shri Surendra Kumar Sharma was appointed as Constituted Attorney for the purpose of doing such acts, deeds, matters and things as more fully and particularly mentioned and described in the said Power of Attorney dated 4<sup>th</sup> day of June, 2013.
- 6** The Owners/Vendors while absolute seized and possessed of the said Land measuring an area about 69 Cottahs 2 Chittaks 29 Sq.ft. or 114 Decimals land, more or less, have applied for mutation of the said Land in favour of themselves before SDL & LRO, Asansol and accordingly the SDL & LRO, Asansol vide Memo No. 313/M-4/SDLR/AsL (Extn. – 1)/10 dated 29. 03. 2011 issued by RO, SDL&LRO, EP-I, Asansol and Memo No. 906/SDLRO/ASL/13 dated 04. 07. 2013, Memo No. 1346/ SDLRO/ASL/13 dated 24. 10. 2013, Memo No. 1347/SDLRO/AsL/13 dated 24. 10. 2013, Memo No. 1348/SDLRO/AsL/13 dated 24. 10. 2013, Memo No. 1349/SDLRO/AsL/13 dated 24. 10. 2013, Memo No. 1350/SDLRO /AsL/13 dated 24. 10. 2013 and Memo No. 1351/SDLRO/AsL/13 dated 24. 10. 2013 all are issued by SRO – II, SDL&LRO, Asansol and Case No. 713, 712, 711, 712/2017 dated 28. 04. 2017, Case No. 714, 719/2017 dated 28. 04. 2017 and Case No. 716, 718, 715, 720/2017 dated 28. 04. 2017 all are issued by SRO – II, SDL & LRO, EXTN-I, Asansol mutated the said Land in the names of the Owners/Vendors in the record of SDL & LRO, Asansol and the Owners/Vendors are paying taxes regularly.
- 7** The Owners/Vendors while absolute seized and possessed of the said Land have applied for conversion of the said Land and accordingly the SDL&LRO, Asansol vide Memo No. 980/L.M./SDLRO/AsL/15 dated, Asansol, the 26.06.2015, Memo No. 981/L.M./SDLRO/AsL/15 dated, Asansol, the 26.06.2015, Memo No. 982/L.M./SDLRO/AsL/15 dated, Asansol, the 26.06.2015, Memo No. 1010/L.M./SDLRO/AsL/15 dated, Asansol, the 30. 06. 2015, Memo No. 1011/L.M./SDLRO/AsL/15 dated, Asansol, the 30. 06. 2015 and Memo No. 1012/L.M./SDLRO/AsL/15 dated, Asansol, the 30. 06. 2015 Converted the said Land to "Bastu".
- 8** In pursuance of the said Development Agreement the Developer/Promoter sanction building plans vide 27/CS/AMC/BP(I/6) dated 14/01/2015 & revised plans vide 601/SP/AMC/HO/19 & 602 (V)/BP/AMC/HO/19 dated 22.04.2019 sanctioned by Asansol Municipal Corporation, hereinafter referred to as the "**PLAN**" (the expression plan shall mean and include all modifications and/or alterations made thereto from time to time) whereby the Developer/Promoter became entitled to construct, erect and complete two new Buildings/Towers/Blocks at the said Land containing several self contained Apartments with exclusive servant's quarters thereto and other constructed areas with multi facilities therein as stipulated in the **SCHEDULE D** written hereunder.

- 9** In the meanwhile three land Owners/Vendors namely Dalip Singh, Gurjinder Singh and Prakash Kaur died intestate leaving behind **MR. GURMEET SINGH KHUNDA**, son of Late Dalip Singh, **MR. JASPAL SINGH KHUNDA** alias **JASPAL SINGH**, son of Late Dalip Singh, **MR. HARMINDEK SINGH KHUNDA** alias **HARMINDER SINGH**, son of Late Dalip Singh, **MRS. KAMALJEET KAUR**, wife of Late Barinder Singh Khunda and daughter-in-law of Late Dalip Singh, **MRS. HARSHARAN KAUR**, daughter of Late Dalip Singh, wife of Satnam Singh Bhamra, **MR. BIKRAMJEET SINGH KHUNDA**, son of Late Barinder Singh Khunda and grandson of Late Dalip Singh, **MRS. NAMRATA KAUR**, wife of Sukhwinder Singh, daughter of Late Barinder Singh Khunda and grand-daughter of Late Dalip Singh, **MRS. NAVNEET KAUR**, wife of Sukhdeep Singh, daughter of Late Barinder Singh Khunda and granddaughter of Late Dalip Singh, **MRS. KAMALJEET KAUR** alias **KAMALJEET KAUR KHUNDA**, wife of Late Gurjinder Singh, **MR. PRABHTEJ SINGH KHUNDA**, son of Late Gurjinder Singh, and **MRS. NAVDEEP KAUR** alias **NAVDEEP KAUR SURAJBANSI**, wife of Jaswinder - Singh Surajbansi, daughter of Late Gurjinder Singh, **MR. DAVINDER SINGH**, and **MR. FULWINDER SINGH**, both sons of Late Swaran Singh Khunda and Parakash Kaur and **MRS. JASMINDER KAUR**, wife of Manminder Singh and daughter of Late Swaran Singh Khunda and Prakash Kaur, and **MRS. NARINDER KAUR** alias **MRS. NARENDER KAUR**, respectively as their legal heirs and successors and accordingly they inherited their respective share in the said Land and became the Owners/Vendors of their respective share in the said Land. Therefore inclusion of name of the legal heirs of deceased Dalip Singh, Gurjinder Singh and Prakash Kaur became necessary for the purpose of smooth running of the development of the said Land and, for the purpose of smooth running the said project work, the present land owners are executing again a Development Agreement on 12<sup>th</sup> July, 2017 which was registered in the office of A.D.S.R Asansol and recorded therein as Book No. I, Volume No. 0205-2017, Pages 83351 to 83394 Being No. 020504693 for the year 2017. Present land owners also executed a General Power of Attorney dated 4<sup>th</sup> day of June, 2013 was duly registered in the Office of the Additional District Sub-Registrar of Asansol and duly recorded in Book No. 1, Volume No 0205-2017, Pages 86452 to 86500, Being No. 020504878 in the year 2017, in favour of Shri Surendra Kumar Sharma the Director of the first part. The said Owners/Vendors duly appointed the party of the first part as the Developer/Promoter for the purpose of construction of a multistoried Buildings for residential purpose on the said land, inter alia, on the terms, conditions and consideration as more fully and particularly mentioned and described in the said Agreement for Development.
- 10** The Owners/Vendors were desirous to construct multi-storied Buildings on their said land, assuring in total 69 Cottahs 2 Chittaks 34 sq.ft. land, situated at and/or comprised in R. S. Plot Nos. 20211, 20212, 20213, 20214, 20215, under R. S. Khatian Nos. 2382, 2371 and 18750 at Mouza Asansol under Asansol Municipality, P. S. Asansol (S), District – Burdwan, West Bengal, which are contiguous to each other laying a single plot of land, more fully described in the Schedule hereunder but having had no technical knowledge and man power the said Owners/Vendors approached the First party being the Developer /Promoter herein and the Developer/Promoter after being duly satisfied about the marketable title to the said Land accepted such proposal of the Owners/Vendors and has agreed to construct multi-storied buildings on the said Land, more fully and particularly mentioned and described in the **SCHEDULE A** hereunder.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Deed of Conveyance at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Developer/Promoter:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Owner/Vendor:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Purchaser/Allottee(s): (including joint Purchasers)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:**

**WITNESSES:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Drafted and Prepared by me

**Advocate**

**Calcutta High Court.**

**ANNEXURES**

<b>ANEXURE A</b>	<b>Copy of the proposed layout plan and the Entire Land</b>
<b>ANEXURE B</b>	<b>Copy of the proposed layout plan and the Apartment</b>

**MEMO OF CONSIDERATION**

Received the aforementioned sum of Rs. \_\_\_\_\_/- (Rupees

\_\_\_\_\_ ) only by \_\_\_\_\_ as full consideration and/or price for sale of the said Apartment from the Purchaser.

**(Developer/Promoter)**