

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** made this the ..... day of ..... Two Thousand and .....

### BY AND BETWEEN

**SALTEE BUILDCON PRIVATE LIMITED**, (CIN: U45400WB2007PTC118981 and Income Tax PAN: AALCS6145A), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Room No. 664, 6<sup>th</sup> Floor, 32 Ezra Street, Kolkata - 700001 and corporate office at AE-40, Sector-1, Salt Lake City, Kolkata - 700064, represented by its authorised signatory [•] (Income Tax PAN: [•]), son of [•], by faith [•], by occupation [•], Citizen of India, residing at [•], P.O. [•], P.S. [•], hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and assigns) of the **ONE PART**:

### AND

Mr./Ms. [•], (Income Tax PAN: [•]), son/daughter/wife of [•], aged about [•] years, by faith [•], by occupation [•], Citizen of [•], residing at [•], P.O. [•], P.S. [•], hereinafter referred to as the “**Allottee/ Purchaser**” (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, legal representatives and permitted assigns) of the **OTHER PART**.

*(Please insert details of other Allottee in case of more than one Allottee)*

The Promoter and the Allottee/ Purchaser herein shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

### WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure “A”** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Promoter is the absolute owner of **All That** pieces and parcels of land admeasuring 1.29 acres, more or less, comprised in Mouza Chandpur Chapagachi, within the jurisdiction of Police Station Rajarhat, District North 24 Parganas, morefully described in the **First Schedule** hereunder written and hereinafter referred to as the “**Said Land**”, **Save and Except** such undivided shares / parts therein as have already been conveyed in favour of various allottees.



- C. Devolution of title of the Promoter to the Said Land is set out in the **Third Schedule** hereunder written.
- D. The Promoter has completed the construction of a ground plus five storied building ("**Building**") named as '**The Golden Mile**' at the Said Land in accordance with the Plan sanctioned by the concerned authorities and [●] has issued completion certificate vide [●] dated [●].
- E. The Promoter has registered the Project under the provisions of the Act with the Authority on [●] under Registration No. [●].
- F. The Promoter envisioned for construction and development of the Project proposed to be named as '**The Golden Mile**' on the Said Land for providing retirement residential solution containing the following special terms and conditions:
- (i) The Resident or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Unit;
  - (ii) The Resident and his/her spouse should not suffer from any contagious disease or Alzheimer and should not be terminally ill or of unsound mind as on the Date of Possession of the Unit;
  - (iii) On allotment and possession of the Unit the Allottee shall be at liberty to let out or grant license of the Unit to anyone who fulfils the conditions mentioned in Clauses (i) and (ii) above; and
  - (iv) The children/grand-children or other relatives below the age of 50 years may stay with the Resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration limited to not more than 30 (thirty) days in a calendar year and any stay beyond such short duration would require prior written approval of the Service Provider.
- G. The Allottee, fully understanding that the Project is an independent and assisted living community project and subject to above special terms and conditions, approached the Promoter and by an Agreement for Sale dated [●], registered with the [●] and recorded in its Book No. I, Volume No. [●], Pages [●] to [●] as Being No. [●] for the year [●], the Promoter agreed to sell and transfer to the Allottee **All That the Said Unit**, morefully described in the **Second Schedule** thereunder as well as hereunder, for the consideration and on the terms and conditions therein mentioned ("**Said Sale Agreement**"), which stands modified and/or superceded by these presents.
- H. The Allottee has also entered into an agreement with the Service Provider by which it has been agreed amongst themselves that the Service Provider either by itself or by engaging any other entity, provide various senior living services to the allottees of the Project on chargeable or other basis.
- I. The construction of the Said Unit is complete to the full and final satisfaction of the



Allottee and the Promoter has delivered physical possession thereof to the Allottee on [●].

- J. The Promoter has duly complied with its obligations contained in the Said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- K. Allottees of various Units at the said Project has formed an association named as [●] (“**Association**”) and the Promoter has delivered the necessary documents and plans including common areas to the said Association.
- L. The Allottee as well as the Association has nominated [●] as the Service Provider for the purpose of maintenance and management of the Said Unit in particular and the Common Areas and Installations in the said Building/ Project as a whole and for providing various other services to the allottees of the various units in the said Building.
- M. The Allottee has now requested the Promoter to convey the Said Unit in favour of the Allottee.
- N. At or before the execution hereof, the Allottee has fully satisfied himself with regard to the following:
- (i) The rights title and interest of the Promoter;
  - (ii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto;
  - (iii) The specifications, workmanship and quality of construction of the Said Unit and the Building including the structural stability of the same;
  - (iv) The total area comprised in the Said Unit and the internal furnishing and fit-outs therein;
  - (v) The Completion Certificate;
  - (vi) Terms of sale, amounts paid and incurred by the Allottee and various covenants contained in the Said Sale Agreement as well as this Deed;
  - (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Said Sale Agreement;

And has agreed not to raise any objections and not to dispute the same on any ground whatsoever or howsoever.

**NOW THIS DEED OF CONVEYANCE WITNESSETH** as follows:



I. **THAT** in the premises aforesaid and in consideration of the sum of Rs. [●] (Rupees [●]) only paid by the Allottee to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Allottee **All That** the Said Unit described in the **SECOND SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common with the Promoter and purchasers and/or lawful occupiers of the other Units in the Building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from all encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Said Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all property tax and other rates taxes and impositions on the Said Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the Said Unit wholly on and from the Date of Possession.

II. **AND THIS INDENTURE FURTHER WITNESSETH** and the Allottee hereby reconfirms, accepts and assures that:

- (1) Since the Project is developed and constructed by the Promoter with the intention of providing residential solution to the senior citizens of the society, the Allottee shall abide by the following terms at all times:
  - (i) The Resident or his/her spouse should be at least 50 (fifty) years in age at and from the time of taking possession of the Said Unit;
  - (ii) The Resident and his/her spouse should not suffer from any contagious disease or Alzheimer and should not be terminally ill or of unsound mind as on the Date of Possession of the Said Unit;
  - (iii) The children/grand-children or other relatives below the age of 50 years may stay with the Resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration limited to not more than 30 (thirty) days in a calendar year and any stay beyond such short duration would require prior written approval of the Service Provider.
- (2) The Said Unit hereby conveyed to and purchased by the Allottee is intended and shall be used for permissible residential purposes only of the Senior citizen as laid out in clause (1) hereinabove and the Allottee undertakes that the Said Unit shall not be used by the Allottee for any other purpose whatsoever.
- (3) In the event, at any time, if it is found that the Resident nominated by the Allottee does not fulfil the conditions specified in clause (1) hereinabove, then the said Resident, so nominated by the Allottee, shall be forthwith evicted from the Said Unit and the Allottee shall be required to grant lease or license of the



Said Unit to such Resident who fulfils the criteria mentioned in clause (1) hereinabove, either by itself or through the Promoter.

- (4) The Allottee agrees and admits that it shall be lawful for the Promoter and/or the Association and/or the Service Provider to debar or prohibit entry of the Allottee or any person claiming through the Allottee to the Said Unit in case the Allottee or any person claiming through him/her does not fulfil the special conditions mentioned in clause (1) hereinabove and/or in breach of any of the framed rules and/or guidelines.

**III. THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE**  
as follows: -

- (a) The interest which the Promoter professes to transfer subsists and that it has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the Said Unit in the manner aforesaid.
- (b) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter.
- (c) The Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- (d) Till such time the title deeds in connection with the Said Land/ Building are not handed over to the Association, the Promoter unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**IV. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER**  
as follows:

- (1) The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments /



units therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the Said Sale Agreement, which shall apply mutatis mutandis.

- (2) **Maintenance of the said Building/ Said Unit/ Project:**
- (a) The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Units shall be bound and obliged to comply with the same.
- (b) It is agreed and clarified that the Association of Allottees has already been formed and, pursuant to an agreement made between the Association and the Service Provider, the Service Provider is now in charge and looking after the maintenance and management of the Common Areas and Installations and the Promoter shall not be held liable therefor in any manner whatsoever.
- (3) The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the Said Unit in the records of the Government Departments and local authority.
- (4) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the Said Land or any part thereof are required and to be transferred to the Association of Allottees, then the Promoter shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto;
- (5) The Project shall bear the name "**The Golden Mile**" unless changed by the Promoter from time to time at its absolute discretion.



**THE FIRST SCHEDULE ABOVE REFERRED TO:  
(Said Land)**

**All That** piece and parcel of land admeasuring 1.29 acres, more or less, comprised in L. R. Dag Nos. 1330, 1331, 1332, 1333(P), 1334 and 1335, under L.R. Khatian No. 2830, Mouza Chandpur Chapagachi, situate and lying on the north side of the Haroa Road, Lauhati, Police Station Rajarhat, within the local limits of Chandpur Gram Panchayat in the District North 24 Parganas, PIN: 700135, demarcated in colour **Red** on **Plan A** attached hereto and butted and bounded as under:

- On the **North** : By R.S. Dag Nos. 1289, 1290 and 1309;  
 On the **East** : By R.S. Dag No. 1272 and partly by R.S. Dag No. 1273;  
 On the **South** : By Haroa Road (PWD Road); and  
 On the **West** : R.S. Dag Nos. 1336, 1337 and partly by R.S. Dag Nos. 1328

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(‘Said Unit’)**

**All That** the Unit No. [●] having carpet area of [●] square feet [Built-up Area whereof being [●] square feet], more or less, on the [●] floor of the building under construction commonly known as **The Golden Mile** at a portion of the Said Land described in the **First Schedule** hereinabove written and the floor plan of the Said Unit is annexed hereto being **Plan-B** and shown in **Green** border thereon.

**THE THIRD SCHEDULE ABOVE REFERRED TO:  
(Devolution of Title)**

1. By a Deed of Sale dated the 30<sup>th</sup> day of November 2007 made between Hayat Box, therein referred to as the Vendor of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book-I, CD Volume No. 18 Pages from 6406 to 6426 Being No. 09207 for the year 2007 said Hayat Box for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 15.60 satak comprising an area of 07.40 satak as his share out of total 37 satak in R.S. Dag No. 1332, an area of 04.60 satak as his share out of total 56 satak in R.S. Dag No. 1333, an area of 01.20 satak as his share out of total 06 satak in R.S. Dag No. 1334 and further area of 02.40 satak as his share out of total area of 12 satak in R.S. Dag No. 1335, under L. R. Khatian No. 2223, lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, Police Station:



Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

2. By another Deed of Sale dated the 03<sup>rd</sup> day of January, 2008 made between Ali Box, therein referred to as the Vendor of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book-I, CD Volume No. 2 Pages from 8911 to 8923 Being No. 01634 for the year 2008 said Ali Box for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 33.60 Satak comprising an area of 07.40 satak as his share out of total 37 satak in R.S. Dag No. 1332, an area of 04.60 satak as his share out of total 56 satak in R.S. Dag No. 1333, an area of 01.20 satak as his share out of total 06 satak in R.S. Dag No. 1334, an area of 02.40 satak as his share out of total 12 satak in R.S. Dag No. 1335, an area of 09 satak as his share out of total 18 satak in R.S. Dag No. 1330 and further area of 09 satak as his share out of total 18 satak in R.S. Dag No. 1331, under L.R. Khatian No. 247/1, lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, Police Station: Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

3. By another Deed of Sale dated the 03<sup>rd</sup> day of January, 2008 made between Ahayat Box, therein referred to as the Vendor of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book-I, CD Volume No. 2 Pages from 8924 to 8935 Being No. 01635 for the year 2008 said Ahayat Box for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 15.60 satak comprising an area of 07.40 satak as his share out of total 37 satak in R.S. Dag No. 1332, an area of 04.60 satak as his share out of total 56 satak in R.S. Dag No. 1333, an area of 01.20 satak as his share out of total 06 satak in R.S. Dag No. 1334 and further area of 02.40 satak as his share out of total area of 12 satak in R.S. Dag No. 1335, under L.R. Khatian No. 293, lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, within the local limits of Chandpur Gram Panchayat, P.S. Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

4. By another Deed of Sale dated the 03<sup>rd</sup> day of January, 2008 made between Salma Box, therein referred to as the Vendor of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book-I, CD Volume No. 2 Pages from 8991 to 9001 Being No. 01639 for the year 2008 said Salma Box for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 18 satak comprising an area of 09 satak as her share out of total 18 satak in R.S. Dag No. 1330 and further area of 09 satak as her share out of total 18 satak in R.S. Dag No. 1331, under L.R. Khatian No. 2015/2, lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, within the local





limits of Chandpur Gram Panchayat, P.S. Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

5. By another Deed of Sale dated the 03<sup>rd</sup> day of January, 2008 made between Wahed Boksh, therein referred to as the Vendor of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book-I, CD Volume No. 2 Pages from 8936 to 8947 Being No. 01636 for the year 2008 said Wahed Boksh for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 15.60 satak comprising an area of 07.40 satak as his share out of total 37 satak in R.S. Dag No. 1332, an area of 04.60 satak as his share out of total 56 satak in R.S. Dag No. 1333, an area of 01.20 satak as his share out of total 06 satak in R.S. Dag No. 1334 and further area of 02.40 satak as his share out of total area of 12 satak in R.S. Dag No. 1335, under L.R. Khatian No. 406/1, lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, within the local limits of Chandpur Gram Panchayat, P.S. Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

6. By another Deed of Sale dated the 03<sup>rd</sup> day of January, 2008 made between Nur Box, therein referred to as the Vendor of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the District Sub-Registrar-II, North 24-Parganas at Barasat and recorded in Book-I, CD Volume No. 2 Pages from 8979 to 8990 Being No. 01638 for the year 2008 said Nur Box for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 15.60 satak comprising an area of 07.40 satak as his share out of total 37 satak in R.S. Dag No. 1332, an area of 04.60 satak as his share out of total 56 satak in R.S. Dag No. 1333, an area of 01.20 satak as his share out of total 06 satak in R.S. Dag No. 1334 and further area of 02.40 satak as his share out of total area of 12 satak in R.S. Dag No. 1335, under Khatian No. 961/1, lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, within the local limits of Chandpur Gram Panchayat, P.S. Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

7. By a Deed of Sale dated the 01<sup>st</sup> day of August, 2011 written in Bengali made between Sahid Ali Molla and Others, therein collectively referred to as the Vendors of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Additional District Sub-Registrar, Bidhan Nagar, North 24-Parganas and recorded in Book-I, CD Volume No.16 Pages from 6547 to 6564 Being No. 08825 for the year 2011 said Sahid Ali Molla and Others for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 8 satak belonging to them out of total area of 56 satak comprised in R.S. Dag No. 1333, under L.R. Khatian Nos. 2398, 2397, 2399 and 1650, lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, within the



local limits of Chandpur Gram Panchayat, P.S. Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

8. By another Deed of Sale written in Bengali dated the 04<sup>th</sup> day of August, 2011 and made between Marjina Bibi and Others, therein collectively referred to as the Vendors of the One Part, and Saltee Buildcon Pvt. Ltd., therein referred to as the Purchaser of the Other Part, duly registered in the office of the Additional District Sub-Registrar, Bidhan Nagar, North 24-Parganas and recorded in Book-I, CD Volume No.16 Pages from 10191 to 10208 Being No. 09008 for the year 2011 said Marjina Bibi and Others for the consideration therein mentioned sold transferred and conveyed unto and to the said Saltee Buildcon Pvt. Ltd. All That piece or parcel of land measuring an area of 07.50 satak belonging to them out of total area of 56 satak comprised in R.S. Dag No. 1333, under L.R. Khatian Nos. 1453 and 1243 lying and situate at Mouza Chandpur Champagachi, J.L. No. 48, within the local limits of Chandpur Gram Panchayat, P.S. Rajarhat in the District North 24-Parganas, more fully and particularly described in the Schedule thereunder written.

9. By virtue of the above, said Saltee Buildcon Private Limited, the Promoter herein, became absolutely seised and possessed of, or otherwise well and sufficiently entitled to All That piece and parcel of land admeasuring in aggregate an area of  $(15.60 + 33.60 + 15.60 + 18 + 15.60 + 15.60 + 8 + 7.50) = 129.50$  satak i.e. 1.295 Acres, more or less, comprised in R.S. Dag Nos. 1330, 1331, 1332, 1333(P), 1334 and 1335 at Mouza Chandpur Champagachi, P.S. Rajarhat in the District North 24-Parganas, morefully described in the **First Schedule** hereinabove written ("**Said Land**").

10. While seised and possessed of the Said Land, said Saltee Buildcon Private Limited, the Promoter herein, got its name duly mutated in the Record-of-Rights maintained by the prescribed authority under the West Bengal Land Reforms Act 1955 as raiyat thereof under L.R. Khatian No. 2830 wherein total area of the Said Land has been recorded as 1.29 Acre as per following details: -

Plot No.	Area (in Acre)
1330	0.18
1331	0.18
1332	0.37
1333 (Part)	0.38
1334	0.06
1335	0.12
Total:	1.29

11. The Promoter herein thereafter applied before the appropriate authority to permit the change of character/ classification and/or for conversion of all its aforesaid plots of land into *Bastu* (Commercial) for development thereof and the Sub-Divisional Land & Land Reforms Officer, Barasat, North 24 Parganas, under Section 4C of the West Bengal Land



Reforms Act 1955, accorded his permission to change the character/ classification and/or conversion of the land comprised in the said L.R. Plot Nos. 1330 (0.18 Acre), 1331 (0.18 Acre), 1332 (0.37 Acre), 1333 (0.38 Acre), 1334 (0.06 Acre) and 1335 (0.12 Acre) all in L.R. Khatian No. 2830 at Mouza Chandipur-Chamagachi, JL No. 48, P. S. Rajarhat by his Memo No. Conv/2064(I-3)/ SDL/BST/2012 dated 19-10-2012 and Memo No. Conv/75(I-3)/SDL/BST/2013 dated 17-01-2013.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Areas and Installations)**

**Part – I**

**(Common Areas)**

1. Entrance and exit gates of the Project
2. Paths, passages and driveways in the Project other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for exclusive use of any buyer(s)/ allottee(s)
3. Double height entrance lobby and entrance foyer
4. All staircases along with their full and half landings with stair covers on the ultimate roof
5. Lifts, lift chute and lift wells
6. Lift + stair lobbies on all floors
7. Lift machine rooms
8. Lobbies, paths, passages and corridors
9. Overhead water reservoir
10. Electric / Plumbing / Fire shafts
11. Transformer Room, Electrical Room, Meter Rooms, Generator room
12. Water treatment & filter plant room
13. Water Pump Room with separate underground water reservoirs for domestic supply and fire-fighting
14. Reserved space in the open compound for parking of [●] visitors' cars and [●] visiting doctors' cars
15. Boundary walls of the Project including walls of the main gates
16. Project Land as described in the First Schedule above.



**Part – II**  
**(Common Installations)**

1. The beams, foundations, supports, columns, main walls, boundary walls of the Project including main gate.
2. Electrical installations including wiring, fittings and fixtures and accessories (save those inside any Unit) for receiving electricity from electricity supply authority and generator / standby power source to all the Units in the Building and Common Areas and electrical wiring, fittings and fixtures and accessories for lighting of common areas of the Project and operating the lifts.
3. Modern Firefighting equipments and accessories
4. Lift machines and its accessories, installations required thereof
5. Water pump, Water Filtration Plant and water distribution system (Water Supply Source: Supply from local authority/ Tube well)
6. Waste water and sewage evacuation pipes from the various units to drains and sewers common to the building and from there to the Sewage Treatment Plant
7. Sewage Treatment Plant for efficient treatment of sewage and waste water
8. Deep recharge well located at ground level for rain water/ sub-soil water recharge
9. Diesel generator set and allied accessories for lighting the lights at the common areas, for operation of lifts and pump and for limited supply of power in the various Units and other portions during power failure
10. Transformer (if required to be installed).

**Note:** It is expressly made clear and agreed that the open spaces and/or any other areas not specifically mentioned in this Schedule shall not form part of the Common Areas and Installations under any circumstance.



## Annexure "A"

## DEFINITIONS AND INTERPRETATION

## 1.1 Definition:

In this Agreement, unless there be something contrary or repugnant to the subject or context, the following words and expressions as used herein shall have the meanings assigned to them as under:

- (i) **“Act”** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted;
- (ii) **“Allottees”** according to the context shall mean the persons who for the time being, own any Unit in the Project or have agreed to purchase the same and have taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by the Promoter for its use);
- (iii) **“Architect”** shall mean Mr. Mitul Shukla of M/s Mass & Void (Architects) having his office presently at ‘Ektaa Hibiscus’, 4B, 4<sup>th</sup> Floor, 56 Christopher Road, Kolkata - 700046 appointed by the Promoter for the Project or such other architect or architects who may be appointed by the Promoter for the Project from time to time;
- (iv) **“Association of Allottees”** shall mean a company, society, association of persons or any other body that may be formed by the allottees for the purposes as mentioned in the Act,
- (v) **“Authority”** shall mean the West Bengal Housing Industry Regulatory Authority constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;
- (vi) **“Building”/ “Project”** shall mean the building complex named **“The Golden Mine”** containing flats/ apartments/ units/ car parking spaces and other constructed areas) constructed and completed and/or to be constructed and completed by the Promoter at the said Said Land.
- (vii) **“Built-up Area”** according to the context shall mean and include the carpet area of any Unit and the area of the balconies / verandah / terraces therein and/or attached thereto, if any, and shall include the thickness of the external walls and the columns and pillars (with the walls common with common areas shall be considered in full) **Provided That** if any wall or column be common between two Units, then one half of the area under such wall or column or pillar shall be included in the area of each such Unit;



- (viii) “**Carpet Area**” according to the context shall mean the net usable floor area of a unit, excluding the area covered by the external walls, areas under service shafts (if any), exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit.
- (ix) “**Common Areas and Installation**” shall mean and include the areas and installations in and for the Project as mentioned and specified in the **Fourth Schedule** hereinabove written and expressed by the Promoter to be available for common use and enjoyment of the Allottees subject to conditions, restrictions and reservations mentioned herein and also framed by the Promoter and/or Service Provider from time to time, BUT shall not include the parking spaces and other open and covered spaces in the Project which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations.
- (x) “**Proportionate**” or “**Proportionate**” according to the subject or context shall mean the proportion which the carpet area of the Said Unit bears to the total carpet area of all the Units in the Project; **Provided That** where it refers to share of the allottees in the rates and/or taxes then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration or user then the same shall be determined on the basis of the area, rental income, consideration or user thereof).
- (xi) “**Resident**” shall mean the person occupying, using and enjoying the Said Unit at any point of time in terms of the provisions contained in this Conveyance Deed, Said Sale Agreement and the Service Agreement;
- (xii) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under Act;
- (xiii) “**Said Land**” shall mean **All That** pieces and parcels of land admeasuring 1.29 acres, more or less, comprised in Mouza Chandpur Chapagachi, within the jurisdiction of Police Station Rajarhat, District North 24 Parganas, morefully described in the **First Schedule** hereinabove.
- (xiv) “**Said Unit**” means the specific Unit described in the **Second Schedule** hereinbefore comprised in the Building at the Said Land;
- (xv) “**Schedule**” shall mean a schedule to this Agreement;
- (xvi) “**Service Agreement**” means the agreement into between the Service Provider and/or such other entity appointed by the Service Provider, and the Allottee, whereby the Allottee has authorised the Service Provider and/or such other entity to maintain, manage and administer the Said Unit and provide senior living services as per the terms and conditions specified therein;



- (xvii) “**Service Provider**” shall mean [●], an entity engaged by the Promoter and duly accepted and confirmed by the Allottee and the Association for the purpose of maintenance, management and administering the Project (including the Said Unit) either itself or by engaging any other entity;
- (xviii) “**Third Party**” shall mean and refer to a Person who is not a party to this Agreement;
- (xix) “**Unit**” shall mean each flat/ apartment and/or unit and/or other constructed area or called by any other name (being a separate and self-contained part including one or more rooms or enclosed spaces, located on one or more floors or any part thereof) in the Building now under construction at the Said Land, and the expression “**units**” shall be construed accordingly;
- (xx) “**Wellness and Recreational Centre**” shall mean the unit/ areas comprised at the ground floor and portions of other floors of the Building at the Said Land with facilities therein intended for the time being by the Promoter for several specialised users on chargeable basis which will remain under the control and possession of the Promoter with rights and authority to deal with the same exclusively and the same shall not form part of the Common Areas and Installations. The Promoter shall have the right to sell, transfer, grant lease or license or otherwise deal with such Wellness and Recreational Centre on such terms and conditions and for such period as the Promoter may deem fit and to receive and appropriate the consideration for the same.

## 1.2 Interpretations:

1.2.1 Unless there is something in the subject or context inconsistent therewith:

- (a) any reference to a statute (whether or not specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
- (b) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders;
- (c) a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Agreement;
- (d) the term 'or' shall not be exclusive and the terms "herein", 'hereof', "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;



- (e) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- 1.2.2 The heading and bold typeface appearing in this Agreement are for reference only and shall not affect the construction thereof;
- 1.2.3 Reference to any agreement, contract, deed or document including this agreement shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or anything supplemental to it;
- 1.2.4 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- 1.2.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or schedule shall prevail; and
- 1.2.6 Any Schedule or appendix to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its Schedules and appendices.





**Annexure "B"**

1. As a matter of necessity, the Allottee, in using and enjoying the Said Unit and the Common Areas and Installations binds himself and covenants to observe fulfil and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Service Provider from time to time for the quiet and peaceful use enjoyment and management of the said Building/ Project and in particular the Common Areas and Installations and other common purposes and in particular those mentioned herein:
  - (a) The Allottee shall regularly and punctually pay to the Service Provider, with effect from the Deemed Date of Possession / Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned in this Deed including, *inter alia*, the following:
    - (i) Property tax and/or rates and taxes and water tax, if any, assessed on or in respect of the Said Unit directly to the concerned local authority/ Gram Panchayat Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay and/or deposit in the Suspense Account of the local authority/ Gram Panchayat proportionate share of all such rates and taxes assessed on the premises in which the Said Unit of the Allottee is situated;
    - (ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Project or the Said Land as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Building/ Project or the Said Land.
    - (iii) Electricity charges for electricity consumed in or relating to the Said Unit and until a separate electric meter is obtained by the Allottee for his Unit, the Promoter and/or the Service Provider shall (subject to availability) provide a reasonable quantum of power in the Said Unit from its own existing sources and the Allottee shall pay electricity charges to the Promoter and/or Service Provider, as the case may be, based on the reading shown in the sub-meter provided for the Said Unit at the rate at which the Promoter/ Service Provider shall be liable to pay the same to electricity authority.
    - (iv) Charges for enjoying and/or availing power (subject to availability) provided to the Allottee of the Said Unit by the Service Provider from the common Generator and the same shall be payable to the Service Provider And also charges for using enjoying and/or availing any other utility or



facility, if exclusively in or for the Said Unit, wholly and if in common with the other Allottees, proportionately to the Service Provider or the appropriate authorities as the case may be.

- (v) Proportionate share of all Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) payable to the Service Provider from time to time subject to a minimum of maintenance charges calculated @ [●] only per square foot per month of the carpet-up area of the Said Unit. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Service Provider at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- (vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEDCL from its consumers for the delay payment of its bills).

Unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereinabove shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within seven days of demand being made by the Service Provider. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the Said Unit or in the letter box in the Building earmarked for the Said Unit.

- (b) to co-operate with the Service Provider in the management, maintenance and administration of the said Project and the common purposes;
- (c) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Service Provider, as the case may be;
- (d) to allow the Service Provider and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Service Provider thereabout;



- (e) to use their respective flats only for the private dwelling and residence of senior citizen mentioned herein before in this Deed of Conveyance in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
- (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the Project.
- (i) not to claim any right whatsoever or howsoever over any unit or any portion in the Building/ Project save their respective units.
- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any allottee shall open out any additional window or any other apparatus protruding outside the exterior of his unit.
- (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Promoter and/or Service Provider in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.



- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (o) to keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (q) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any noncompliance, non-performance, default or negligence on their part.
- (r) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Gram Panchayat, Zilla Parishad, Metropolitan Development Authority, electricity supply authority, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall



indemnify and keep the Promoter and the Service Provider and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- (s) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the government and local authority.
  - (t) to observe such other covenants as be deemed reasonable by the Promoter and/or the Service Provider from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned above shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within seven days of demand being made by the Service Provider. The bills and demands for the amounts payable by the Allottees shall be deemed to have been served upon the Allottees, in case the same are left in their respective Units or in the letter boxes in the ground floor of the Building earmarked for their respective Units.
  3. It is expressly clarified that the common area maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
  4. In the event of any of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal and/or other rates and taxes, common expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Service Provider against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Service Provider interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Service Provider shall be entitled to:
    - (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
    - (ii) withhold and stop all other utilities and facilities (including lift, generator etc..) to the defaulting Allottee and his / her employees, servants, visitors, guests, tenants, licensees and/or his / her unit;



(iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.

4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal and/or other rates and taxes, common expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Service Provider responsible for the same in any manner whatsoever.



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

**SIGNED SEALED AND DELIVERED**

by the within-named **Promoter** at Salt Lake City (Bidhannagar) in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED**

by the within-named **Allottee/ Purchaser** at Salt Lake City (Bidhannagar) in the presence of:

1.

2.



**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within-named Allottee/ Purchaser the within mentioned sum of Rs. [●] (Indian Rupees [●]) only being the total consideration amount payable under these presents as per Memo written below:

**MEMO OF CONSIDERATION**

Date	Particulars	Amount (Rs.)

(Rupees ..... only)

Witnesses:

(the Promoter)

*Note:*

*This is a model form of the Deed of Conveyance, which may be modified and adopted in each case having regard to the facts and circumstances of the respective case; Provided that the clauses in this Deed of Conveyance shall not be inconsistent with the provisions of the West Bengal Housing Industry Regulation Act, 2017 or the Rules and Regulations made thereunder.*

