

DEED OF CONVEYANCE

ASSESSED MARKET VALUE OF RS. _____/-,

INDENTURE OF Rs. _____/-

QUERY NO. _____

PROPERTY SOLD: One self-contained residential Self Contained **Flat No. ___ on the ___ Floor** admeasuring an area of **___sq.ft. (___ sqm)**Carpet Area/Saleable area and right to use and/or Park One Covered Four Wheeler Car in Car Parking Space on the Ground Floor at “Hitech 557 DDP”, 557, Dum Dum Park, Post Office:- Bangur Avenue, Police Station:- Lake Town, Kolkata 700 055, under Additional Registrar Assurance IV, Kolkata, District 24 Parganas North, West Bengal, India.

THIS INDENTURE made on this _____ day of _____, **Two Thousand and Twenty-Two (2022)**

BETWEEN

(1) **Sri Arindam Chakrabarti**, Son of Late Nirmalendu Chakrabarti, by faith Hindu, by Occupation Service, by Nationality Indian, (2) **Smt. Shila Chakraborty** Wife of Nirmalendu Chakrabarti, by faith Hindu, by occupation House Wife, by Nationality Indian, (3) **Sri. Saumendu Chakraborty**, son of Late Bimalendu Vkarborty, by faith Hindu, by occupation Service, by Nationality Indian, (4) **Sri Angsuman Chakrabarti** son of late Bimalendu Chakrabarti, by faith Hindu, by occupation Service, by Nationality Indian, (5) **Smt Mira Chakraborty** wife of late Bimalendu Chakraborty, by faith Hindu, by occupation House wife, by Nationality Indian, *Sl. No. (1) to (5)* all are residing at 557, Dum Dum Park, Police Station- Lake Town, Post Office:- Bangur Avenue, Kolkata:- 700055, District 24 Parganas (North), (6) **Sri Rabin Ganguly**, son of Late Sudhir Kumar Ganguly, by faith Hindu, by Occupation Business, by Nationality Indian, (7) **Smt Mousumi Ganguly** wife of Rabin Ganguly, by faith Hindu, by occupation-Business, by Nationality-Indian, *Sl. No. (6) and (7)* are residing at 530, Dum Dum Park, Police Station- Lake town, Post Office:- Bangur Avenue, Kolkata- 700055, Dist. 24 Parganas North, Hereinafter jointly and collectively referred to as the **“OWNERS”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors administrators, legal representative, and/or nominees) of the **FIRST PART**;

AND

M/S Hitech Construction Company, a Partnership concern, having **PAN-AAFFH6644E** having its office at 556, Dum Dum Park, Police Station – Lake Town, Post Office:- Bangur Avenue, Kolkata- 700055, represented by its Partner **Sri Rabin Ganguly** son of Late Sudhir Kumar Ganguly, by faith Hindu, by occupation Business, by Nationality Indian, having PAN **ADTPG7283K** and **Smt Mousumi Ganguly** wife of Rabin Ganguly, by faith Hindu, by occupation-Business, by Nationality-Indian, both are residing at 530, Dum Dum Park, Police Station – Lake Town, Post Office :- Bangur Avenue, Kolkata- 700055 hereinafter referred to as the **“DEVELOPER”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrator, legal, representatives, successor-in-interest and/or nominees) of the **SECOND PART**;

AND

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

(or)

[If the Allottee is a Partnership], _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ (PAN _____) represented by its authorised partner, _____ authorised vide _____ hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a HUF]

Mr./Mrs. _____ son/daughter of _____ aged about _____ FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at _____ (PAN _____) hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is an individual]

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

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

SECTION- I # INTERPRETATION:

WHEREAS:

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

- (i) **“Agreed Consideration”** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.
- (ii) **“Architects”** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.
- (iii) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (iv) **“Buildings”** shall mean **2, 2^{1/2} and 3 BHK** Apartments having One Block of Apartments a total of **15** apartments of different types in G+V storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.
- (v) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.

- (vi) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (vii) **“Car Parking Area”** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (viii) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Housing Industry Regulation Act, 2017, the entire land for that phase;
 - ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
 - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;
 - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
 - v) Installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provide in the real estate project;
 - viii) all other potion of the project necessary or convenient for its maintenance, safety etc., and in common use;
- (ix) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for

Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.

- (x) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are morefully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- (xi) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- (xii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.
- (xiii) **“Family Members”** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.
- (xiv) **“Land”** shall mean the entire land **ALL THAT** the piece and parcel of land containing an area of 06 Cottahs 00 Chittacks 00 sq. ft in Mouza:- Shyamnagar, Police Station:- Lake Town, J. L. No.17, C.S. Dag no. 2447,2448, in the District of North 24-Parganas, Holding no. 898, Dum Dum Park, Post Office:- Bangur Avenue, Police Station:- Lake Town, Kolkata 700 055, under ward no. 28, of South Dum Dum Municipality, District 24 Parganas North more fully described in the **First Schedule** hereunder written.
- (xv) **“Maintenance Agency”** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder for the Common Purposes.

- (xvi) **“Municipal Corporation”** shall mean the South Dum Dum Municipality and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xvii) **“Notice of Possession”** shall mean the notice given by the Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.
- (xviii) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the RajpurSonarpur Municipality; vide Building **Plan(s) Memo No. 365 dated 20/12/2018** (*Valid upto 19/12/2021*) for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.
- (xix) **“Premises”** shall mean the Land including the Buildings and other structures to be constructed thereon.
- (xx) **“Project”** shall mean the work of development undertaken and to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats / Units are made over to the respective Unit Owners.
- (xxi) **“Proportionate”** with all its cognate variations shall mean the ratio the Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.
- (xxii) **“Proportionate Undivided Share”** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.

- (xxiii) **“Said Flat”** shall mean the **Flat No. ____ on the ____ Floor** admeasuring an area of **____sq.ft. (____ sqm)** Carpet Area/Saleable area at 557, Dum Dum Park, (Holding no. 898) Post Office:- Bangur Avenue, Police Station:- Lake Town, Kolkata 700 055, under Ward No. 28, of South Dum Dum Municipality, District 24 Parganas North, Wet Bengal, Indiadescribed in **PART-I** of the **SECOND SCHEDULE** hereto.
- (xxiv) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.
- (xxv) **“Said Unit”** shall mean the said Flat, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.
- (xxvi) **“Said Garage”** shall mean a place within a described in **Part-II** of the **SECOND SCHEDULE** hereto.
- (xxvii) **“Saleable Area”** of a Flat shall mean the Built-Up Area of such Flat and the Proportionate Undivided Share attributable to such Flat.
- (xxviii) **“Unit”** shall mean a residential apartment in the Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such Flat and the right of common use of the Common Portions thereto.
- (xxix) **“Unit Owners”** shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such Flats / apartments / Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.
- (xxx) **“Vehicles Parking Space”** shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Builder for parking private cars and two wheelers of the Unit Owners.