

**CONVEYANCE**

**THIS INDENTURE** is executed on the \_\_\_ day of \_\_\_ \_\_\_ 2018

by and between

(1) **SRI DILIP KUMAR ROY, (PAN ADEPR2552H)** and (2) **SRI TARUN KUMAR ROY (PAN ADEPR2553G)**, both sons of Late Jugal Kishore Roy and both residing at 14, Dum Dum Cossipore Road, Kolkata 700074, P.S, Dum Dum, P.O. Dum Dum hereinafter collectively referred to as the “**FIRST VENDOR**” of the **FIRST PART:**

**AND**

(1) **CALCUTTA BECON ENGINEERING CO. LLP, (PAN AAHFC4679E)**  
**AND (2) GNB LOGISTIC LLP, (PAN AAKFG1784H)**, both Limited Liability Partnership Firms registered under the Limited Liability Partnership Act, 2008 and both having their registered Office at Shrachi Tower, 8<sup>th</sup> Floor, 686 Anandapur, Kolkata -700 107, (3) **PRIMARC PROJECTS PVT. LTD. (PANAADCP8058P)**  
**AND (4) PGE BUILDCON PVT LTD, (PAN AAECPP0459P)** both being Companies within the meaning of the Companies Act, 1956, and both having their registered office situated at 6A, Elgin Road, Kolkata 700020, P.S. Bhawanipur, P.O. Bhawanipur, hereinafter collectively referred to as the “**SECOND VENDOR**” of the **SECOND PART**

First Vendor and Second Vendor are jointly represented by their constituted attorney **Mr. Mahesh Pansari (PAN AFQPP2511J)** son of Mr. Nand Kishore Pansari , working for gain at 6A Elgin Road, P.S. Bhowanipore, P.O. Lala Lajpat Rai Sarani, Kolkata – 700020, residing at 7, Lovelock Street, P.S. Ballygunj, P.O. Ballygunj, Kolkata – 700019, being one of their constituted attorney authorized and/or empowered to sign this agreement by them under the registered power of attorney (registered with the Registrar of Additional Registrar of Assurance - III , Book No. I, CD Volume No. 1903-2016 Pages 59532 to 59571 being Deed No. 190302413 for the year 2016)- granted by them to the Attorney.

**And**

\_\_\_\_\_, (Aadhar No. \_\_\_\_\_) (PAN-\_\_\_\_\_), Son of \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the

allottee's heirs, executors, administrators, successors-in-interest and permitted assigns).

(The "Promoters" and "Purchaser" shall hereinafter, collectively, be referred to as the "Parties" and individually as a "Party".)

**BACKGROUND:**

- A. The First Vendor and the Second Vendor (collectively Promoter No.1) are the absolute and lawful owners of the property shown in **RED** border on **Plan – "A"** annexed hereto and more fully described in **Part I** and **Part II** respectively of the **FIRST SCHEDULE** hereto (the "**SAID LAND**") as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B. The Said Land is earmarked for the purpose of building one integrated residential cum commercial building consisting of basement, ground and 14 (fourteen) upper floors to be known as "**AANGAN**" comprising of self contained independent residential flats in two Blocks and also commercial shops/units/office/show room and other spaces on the Ground and First Floor of the First Block as also common areas, (the "**COMPLEX**").
- C. The Promoter No.2 have entered into a Development Agreement dated the 13<sup>th</sup> day of April 2016 for development of the Complex on the terms and conditions mentioned therein which agreement is registered in the office of "Additional Registrar of Assurances – IV, Kolkata, in Book No. I Volume No. 1904-2016, Pages 139067 to 139136, being numbered 190403635 for the year 2016 (the "**SAID AGREEMENT**").

- D.** In terms of the Said Agreement the Promoter No.1 and each of them have granted a power of attorney to the representative of Promoter No. 2 being Mr. Mahesh Pansari and Mr. Sanjeev Agarwal jointly and/or severally, to enable the Promoter No. 2 to do various work for development of the Complex which power of attorney is registered in the office of “Additional Registrar of Assurance – III, Kolkata, in Book No. IV, Volume No. 1903-2016 Pages 59532 to 59571, being numbered 190302413 for the year 2016 (the “POA”).
- E.** The Promoter has already obtained the building plan sanctioned from the authorities having permit bearing No. 857 dated: 08/06/2018, duly granted/sanctioned by South Dumdum Municipality for development of the Complex at the Said Land (the “**SAID PLAN**”);
- F.** Flats/units were offered in the Building to the intending Purchasers and pursuant to such offer the Purchaser applied for allotment of a flat in the Building/Project and thereafter executing an Agreement of Sale dated ..... And registered at ..... being .....with the Promoter (the “**AGREEMENT FOR SALE**”) [■]having carpet area of [■] square feet, on the[■]floor in block no. [\_\_\_] of the Complex along with [■]Nos. covered parking/open parking/Basement/ Mechanical Car Parking No. [■] admeasuring [■] square feet, more or less, also along with balcony/verandah admeasuring approximately [■] square feet, more or less, and along with Open Terrace [■]having carpet area of [■] square feet, more or less, if applicable as per details given in the **FOURTH SCHEDULE** hereunder (the “Said Apartment”) the Promoter has allotted the same to the Purchaser..
- G.** The Promoter No. 2 has since completed the construction of the Complex including

the Said Unit and has also completed the construction of the common areas, as per details given in the **THIRD SCHEDULE** hereunder written, (the “**COMMON AREAS**”) and has obtained the completion certificate of the Complex from the Authorities.

- H.** Pending the conveyance of the Said Unit by the Promoters in favour of the Purchaser and as required upon the coming into force of the West Bengal Housing Industry Regulation Act, 2017, (the “**SAID ACT**”) and the West Bengal Housing Industry Regulation Rules, 2018, (the “**SAID RULES**”) the Promoter has registered the Complex under the provisions of the Said Act and/or the Said Rules under registration no. \_\_\_\_\_.
- I** In pursuance of the aforesaid and by these presents the Said Apartment (along with the rights appurtenant thereto) and the undivided proportionate share in the Common Area with the right to use such Common Areas, in common, along with other occupants and maintenance staff etc of the Building and/or the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Promoter to the Purchaser.
- J** The Purchaser has made himself fully satisfied about the title, right and entitlement of the Promoter No. 1 in the Said Land, the Said Plan, the construction made by Promoter No. 2, all background papers, the right of the Promoters to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.

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

In pursuance of the Provisional Allotment Letter in favour of the Purchaser **AND** in consideration of the payments made by the Purchaser to the Promoter No. 2, as more fully mentioned in the **FIFTH SCHEDULE** herein. (the receipt whereof the Promoter No. 2 do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Unit and the rights and properties appurtenant thereto) the Promoter No. 2 doth hereby grant, sell, convey, transfer, assign and assure (and the Promoter No. 1 jointly confirm) unto the Purchaser **ALL THAT** the Said Unit (along with rights appurtenant thereto) as more fully described in **PART-I** of the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the "**SAID UNIT**") and in consideration of the receipt of their respective entitlements (under the Said Agreement Dated 13<sup>th</sup> April, 2016), by the First Vendor and the Second Vendor, being collectively the Promoter No. 1 herein, the Promoter No. 1 jointly as also the Promoter No. 2 doth hereby, collectively, grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **THIRD SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the "**COMMON AREAS**") in common along with other occupants and maintenance staff etc of the building/blocks/Complex without causing any inconvenience or hindrance to them, (all of such share/rights being morefully described in **PART-II** of the **FOURTH SCHEDULE** hereunder written being collectively referred hereinafter as the "**COMMON AREA SHARE AND USER RIGHTS**") **TO HAVE AND TO HOLD** the Said Unit And the said Common Area Share And User Rights (both, hereinafter, collectively referred to as the "**SAID UNIT AND THE RIGHTS APPURTENANT THERETO**") unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights,

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

#### **1.5.12.1.**

#### **PURCHASER'S COVENANTS:**

The Purchaser covenant with the Promoters as follows:

- 1.1 Inspection of Plan/Fixtures/Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the building/Complex and/or the Said Unit and is satisfied as to the Said Plan and/or the construction of the building/blocks/Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Unit and also to the nature, scope and extent of benefit or interest in the building/blocks/Complex and/or in the Common Areas.
- 1.2 User:** The Purchaser shall use the Said Unit for commercial and/or designated purposes and for no other purpose whatsoever.

**1.3 Use of Common Areas:** The Purchaser, along with other purchasers/ occupants of other apartments/units in the building/Complex will be entitled to use and enjoy only such of the Common Areas which would be earmarked and/or designated for common use by the Promoters.

**1.4 The Purchaser shall:**

**1.4.1 Payment of Rates and Taxes:** pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Unit as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.

**1.4.2 Colour Scheme/Modifications:** Not change/modify / alter the external façade (on all sides) of the Said Unit in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Unit which are part of the exterior elevation and/or part of the exterior colour scheme of the Building.

**1.4.3 Good Order and Condition:** Keep the interiors of the Said Unit and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.

**1.4.4 Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Unit without causing any inconvenience to the other owners/occupiers of the Building/Complex.

**1.4.5 Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoter are held responsible or liable for any liability, whatsoever, for the same.

**1.5 The Purchaser shall not:**

**1.5.1 Repair:** Ask the Promoter to undertake any repair or rectification work in the Said Unit.

**1.5.2 Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Unit and/or the amenities, utilities and/or facilities provided in the Said Unit and/or in the building/block/Unit.



- 1.5.3 Nuisance:** Do, allow or cause to be done anything within or in the vicinity of the Said Unit, which may cause nuisance or annoyance to others.
- 1.5.4 Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the Said Unit any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the Said Unit.
- 1.5.5 Illegal or Immoral Use:** Use or permit the user of, any portion of the Said Unit, for any illegal or immoral activities.
- 1.5.6 Cleanliness:** Accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Unit.
- 1.5.7 Hindrances:** Keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors and other places of common use in the Building.
- 1.5.8 Obstruction:** Do any act, deed or thing whereby the rights of occupiers of other Units in the building in which the Said Unit is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Unit.
- 1.5.9 No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the building/block/Complex and/or in the Common Areas save and except the Said Unit.
- 1.5.10 Put up Letter box/signage:** Not to put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the Said Unit or on the outside wall of the building/block so as to be visible from outside the Said Unit. Save at the place as be approved or provided by the Promoter. Nothing contained herein shall, however, prevent the Purchaser to put a decent name plate on the outer-face of the main door of the Said Unit.
- 1.5.11 Object to the installations:** not to object to the erection, and maintenance of communication towers or

other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Building, which may be allowed to be put up to ensure better connectivity and/or better network within the building/block and/or to augment the financial resources of the Association without the Allottee being required to pay any charges for the same.

#### **1.5.12 General**

- 1.5.12.1.** That the Allottee agrees and acknowledges that service areas located within the Complex, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
- 1.5.12.2.** That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Complex, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Said Unit, Building and the Complex and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Said Unit, Building and/or the Complex;
- 1.5.12.3.** That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the Said Unit and/or the Complex and shall also abide by the Applicable Laws;
- 1.5.12.4.** That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction

to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Complex, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Said Unit and/or family members, guests or servants of the Allottee or such other occupiers of the Said Unit;

- 1.5.12.5.** That the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Unit and shall keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
- 1.5.12.6.** That the Allottee shall carry out at his own cost all internal repairs to the Said Unit and maintain the Said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 1.5.12.7.** That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Complex, the buildings therein or Common Areas;
- 1.5.12.8.** That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows, balconies or carry out any change in the exterior elevation or design;
- 1.5.12.9.** That the Allottee shall not store in the Said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Unit is situated or store such goods which are objected to by the

concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;

- 1.5.12.10.** That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Said Unit;
- 1.5.12.11.** That the Allottee shall not demolish or cause to be demolished the Said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Unit or any part thereof, nor make any alteration in the elevation of the building in which the Said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Said Unit without the prior written permission of the Promoter and/or the Association;
- 1.5.12.12.** That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 1.5.12.13.** That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Unit in the compound or any portion of the Said Land and the building in which the Said Unit is situated, other than in the area earmarked for the such purpose;
- 1.5.12.14.** That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Said Unit is situated;
- 1.5.12.15.** That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Complex;

- 1.5.12.16.** That the Allottee shall carry out any repair or interior or any other works in the Said Unit only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Complex;
- 1.5.12.17.** That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Building or Complex, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Complex, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;
- 1.5.12.18.** That if the Allottee lets out or sells the Said Unit, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
- 1.5.12.19.** That the Allottee shall not sub-divide the Said Unit and/or any part or portion thereof;
- 1.5.12.20.** That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Unit;
- 1.5.12.21.** That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
- 1.5.12.22.** That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
- 1.5.12.23.** That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Complex in any manner;

- 1.5.12.24.** That the Allottee shall not use the Said Unit or permit the same to be used for any purpose save and except exclusively for commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Complex;
- 1.5.12.25.** That the Allottee shall not use the Said Unit for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- 1.5.12.26.** That the Allottee shall not make or permit any disturbing noises in the Said Unit by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Complex;
- 1.5.12.27.** That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 1.5.12.28.** That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Complex;
- 1.5.12.29.** That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 1.5.12.30.** That the Allottee shall not misuse or permit to be misused the water supply to the Said Unit;
- 1.5.12.31.** That the Allottee shall not change/alter/modify the name of the Building and the Complex from that mentioned in this Agreement;
- 1.5.12.32.** That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Unit and if the Allottee does so, the Allottee shall be liable to pay damages

to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

- 1.5.12.33.** That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the garage or parking space, if any, and the Common Areas;
- 1.5.12.34.** That the Allottee shall not smoke in public places inside the Complex which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 1.5.12.35.** That the Allottee shall not pluck flowers or stems from the gardens or plants;
- 1.5.12.36.** That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Complex;
- 1.5.12.37.** That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Complex;
- 1.5.12.38.** That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
- 1.5.12.39.** That the Allottee shall not use the elevators in case of fire;
- 1.5.12.40.** That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
- 1.5.12.41.** That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 1.5.12.42.** That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Said Unit after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter liable for execution of such works;
- 1.5.12.43.** That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to

the Complex and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the Said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Said Unit at his/ her/its own cost; and

- 1.5.12.44.** That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Complex.
- 1.5.12.45.** That the Allottee agrees that all the facilities and amenities including but not limited to Swimming Pool within the Complex will be a facility for enjoyment of the owners of residential apartments only and will be used as per the Rules and Regulations framed from time to time.

**1.5.12.46. PROMOTER'S COVENANTS:**

- a. The Promoters doth hereby profess that the title transferred to the Purchaser in the Said Unit And The Rights Appurtenant Thereto subsists and that the Promoters has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Promoters doth hereby covenant with the Purchaser that the Promoter in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Unit And The Rights Appurtenant Thereto.
- c. The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.



**1.5.12.47. MUTUAL COVENANTS:**

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

**47.1 Transfer/conveyance of Common Area Share And User**

**Rights:** The Purchaser has been categorically made aware by the Promoters that the Common Area Share And User Rights as defined in **PART II** of the **FOURTH SCHEDULE** hereunder written being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the Said Act read with the Said Rules as is applicable in the state of West Bengal) the Promoters would be under obligation, inter alia, to transfer the Common Areas as mentioned in the **THIRD SCHEDULE** hereunder written to the Association, (as defined below) when formed, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Promoters sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoters. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

**47.2 MAINTENANCE OF THE BUILDING/COMPLEX :** The Common Area comprised within the building/block/Complex, as more fully described in the **THIRD SCHEDULE** hereunder written, shall be in the

exclusive ownership, control, management and administration of the Association to be registered under the name of **“Aangan Residents Association”** or under such other name as may be so approved (**the “ASSOCIATION”**).

- 47.3** The Deposits/corpus fund etc. paid/deposited by the Purchaser to the Promoters shall be transferred by the Promoters to the said Association after adjustment of all dues payable by the Purchaser to the Promoters.
- 47.4** The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Purchasers and the Promoters, hereunder reserved.
- 47.5** The Purchaser's proportionate share in all matters concerning the Said Unit And The Rights Appurtenant There To shall be the proportion which the carpet area of the Said Unit may bear to the carpet area of all the Apartments/Units of the building/Complex. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoter or the Association upon its formation shall be binding on the Purchaser.
- 47.6** The Purchaser shall be and remain responsible for indemnifying the Promoters and the Association against all damages costs claims demands and proceedings occasioned or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 47.7** Any delay or indulgence by the Promoters in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Promoters.
- 47.8** The Complex shall bear the name **"AANGAN"**.
- 47.9** This Indenture and the agreement for sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture

be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the agreement between the Parties and his Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoters or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

**1.5.12.48. Interpretation:**

- 48.1** Words importing singular number, shall wherever applicable, include plural number.
- 48.2** Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neutur Gender.
- 48.3** Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.
- 48.4** Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(SAID LAND)**

The Part One Property and the Part Two Property as mentioned below are collectively referred to as the Said Land

**((Part – I)**

**ALL THAT** piece and parcel of the land measuring an area of 30 cottahs out of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 2 Sq. Ft. be the same a little more or less situated and/or lying at Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, Kolkata -700074, within the municipal limit of the South Dum Dum Municipality, and comprised of R.S. Dag nos. 248(P) and 801(P), R.S. Khatian Nos. 4, 217, and 634 corresponding to L.R. Dag Nos. 257(P), 604(P) and 608(P) under L.R. Khatian Nos. 7119, 7120, 7121 and 7122 of Mouza Satgachi, J.L. No. 20, Touzi No. 3083, Holding No. -23, District- 24 Parganas (North), under Sub - Registration Office Cossipore Dum Dum, North 24 Parganas, as shown and delineated in the map or plan annexed hereto and bordered in **GREEN** thereon.

**(Part – II)**

**ALL THAT** piece and parcel of the land measuring an area of 57 Cottahs 8 Chittacks and 02 sq. ft. out of 5 (Five) Bighas, 2 (Two) Cottahs 8 Chittacks and 2 Sq. Ft. be the same a little more or less after physical measurement situated and/or lying at the Premises No. 14 Dum Dum Cossipore Road, P.S. Dum Dum, Kolkata -700074, District- 24 Parganas (North), Holding No. -23, comprised of R.S. Dag nos. 248(P), 249, 250(P) and 801(P), R.S. Khatian Nos. 4, 217, and 634 corresponding to L.R. Dag Nos. 257, 258, 600, 604 and 608 under L.R. khatian Nos. 7123 and 7124 of Mouza Satgachi, J.L. No. 20, Touzi No. 3083 within the Municipal Limit of the South Dum Dum Municipality, under sub - Registration Office Cossipore Dum Dum, North 24 Parganas shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon.

Both the said land (Part I and part II) is situated as follows:-

L.R. Dag No	L.R. Khatian Nos	Land area
257		18 Cottahas 8 Chittacks 2 sq.ft.

258	7119, 7120, 7121, 7122,	18 Cottahas
600	7123 and 7124	1 Cottaha
604		8 Cottahas
608		42 Cottahas
<u>Total</u>		87 Cottahas 8 Chittacks 2 sq.ft.

The said land (part I and Part II) butted and bounded are as follows:-

ON THE NORTH: By 19000 MM wide Dum Dum Cossipore Road and Retained land by Tarun Kumar Roy and Dilip Kumar Roy.

ON THE SOUTH: By premises Nos. 22, 17/3, 39/1, 43/1, 43/2, 76/1, 44/1, and 68 Ananda Mohan Bose Road.

ON THE EAST: Premises No. 14B Dum Dum Road

ON THE WEST : By 14/4, 14/5, 14/9 & 14/10 Dum Dum Cossipore Road and

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Devolution of Title)**

- (i) One Jugal Kishore Roy (since deceased), who was a Hindu governed by the Dayabhaga School of Hindu Law, during his lifetime, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** Premises No. 14, Dum Dum Cossipore Road, P.S. Dum Dum containing by estimation an area of 1.85 Acres but on physical measurement, the same was measured to have an area of 5 (Five) Bighas 2 (Two) Cottahs 8 Chittacks and 02 Sq. Ft, be the same a little more or less, together with a two storied dilapidated building structure, sheds and

outhouses standing thereon situate lying within the municipal limit of the South Dum Dum Municipality (the “**ENTIRE PROPERTY**”).

- (ii) The said Jugal Kishore Roy died testate on 25<sup>th</sup> July 1965, after having made and published his Last Will and Testament dated 29<sup>th</sup> January 1964 whereby and whereunder amongst others he gave bequeathed and devised the Entire Property unto and in favour of his two sons, namely Dilip Kumar Roy and Tarun Kumar Roy, the First Vendor herein; in equal shares.
- (iii) In pursuance of an application for probate filed in the Hon’ble High Court, Calcutta in its Testamentary and Intestate Jurisdiction being No. 145 of 1967 by an order dated 19<sup>th</sup> August 1967, probate in respect of the said Will of Jugal Kishore Roy has been granted and the estate of the said Late Jugal Kishore Roy has been fully administered.
- (iv) In the events as recited hereinabove, the First Vendor thus jointly became entitled to the Entire Property each one of them being entitled to undivided half share or interest therein.
- (v) Thereafter, due to some diverse reasons the First Vendor had jointly decided to, after retaining 15 Cottahs of land (the “**RETAINED PROPERTY**”) for their personal residences, to dispose of the remaining 87 Cottahs 8 Chittacks and 02 Sq. ft. of the land of the Entire Property or portions thereof as may be so required and/or as so decided by them.
- (vi) The First Vendor, on 14<sup>th</sup> December, 2012, by a registered Deed of Conveyance, sold, transferred and conveyed to the Second Vendor herein, **ALL THAT** 30 cottahs of land, being a demarcated portion of the Entire Property morefully and particularly described in the Second Schedule thereunder written and also mentioned in **PART-1 of the First Schedule** below (the “**PART ONE PROPERTY**”) and the said Conveyance was duly registered at the Office of A.D.S.R. Cossipore, Dum Dum,

registered therein recorded in Book No. 1, CD Volume no 30, Pages from 3328 to 3349, being No.12642 for the year 2012.

- (vii) In the events as recited hereinabove, the Second Vendor became absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the PART ONE PROPERTY.
- (viii) The First Vendor (after retaining the Retained Property and after selling the Part One Property to the Second Vendor) have agreed to cause to be developed the remaining 57 Cottahs 8 Chittacks and 02 sq. ft. of land, more or less, forming the remaining part of the Entire Property, which is more fully and particularly mentioned and described in **Part-II of the First Schedule** below (the “**PART TWO PROPERTY**”).
- (ix) The Second Vendor has also decided to cause the Part One Property owned by it to be developed alongwith Part Two Property of the First Vendor.
- (x) The Part One Property and the Part Two Property is hereafter referred to as the Said Land.

**THE THIRD SCHEDULE ABOVE REFERED TO**

**(Common Areas)**

**ALL THAT** the common areas, facilities, amenities and/or the portions of the Complex, which has been earmarked/meant by the Promoters for beneficial common use and enjoyment of the Purchaser herein and also other purchasers of other units/apartments and/or occupants of the buildings of the Complex and which has not been earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters under the Said Act and/or the Said Rules framed thereunder.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(PART – I)**

**(Said Unit)**

**ALL THAT** the unit No. [•] on [•] floor of the building No. [•] having Carpet Area of [•] square feet, comprised of **TOGETHER WITH** [[•] Open/Covered/ basement MLCP parking No. [•] each admeasuring approximately [135 square feet.] and also together with rights, advantages and privileges, appurtenant thereto as shown in “**RED**” border on the Plan annexed hereto being Annexure-“**A**”.

**(PART – II)**

**(Common Area Share And User Right)**

**ALL THAT** the undivided proportionate share as also the right to use the Common Areas (which common areas are morefully described in the Third Schedule herein above) along with the other occupants and maintenance staff.etc of the building/block/Complex without causing any inconvenience or hindrance to them.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Total Price)**

**Rs.**\_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the Said Unit And The Rights Appurtenant Thereto paid by the Purchaser to the Promoter No. 2 , the receipt of which the Promoter No. 2 hereby acknowledge to have received.

**IN WITNESS WHEREOF** the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.



**Executed and Delivered by the First Vendor**

**herein at Kolkata in the presence of:**

**Executed and Delivered by the Second Vendor**

**herein at Kolkata in the presence of:**

**Executed and Delivered by the Promoter No. 2**

**herein at Kolkata in the presence of:**

**Executed and Delivered by the Purchaser**

**herein at Kolkata in the presence of:**

**MEMO OF CONSIDERATION**

Received from the within named Purchaser the below mentioned sum in the manner as mentioned below.

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Rupees

Rupees \_\_\_\_\_ only

Promoter No. 2

**Witnesses:**

1.

2.