

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____ (Two Thousand Nineteen (2019))

BETWEEN

SRI NIKHIL GHOSH, PAN ADMPG 4391D, aged about _____ years Aadhaar No. 322824537680, s/o Late Haran Chandra Ghosh, by faith -Hindu, by Nationality - Indian, by occupation -Business, residing at "BASUMATI" 925, Mahamayatala Road, Post Office-Gara, Police Station - Sonarpur, Kolkata - 700084, District- South 24 Parganas, hereinafter referred to as the "LAND OWNER / VENDOR/ PROMOTER" (which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns) of the ONE PART.

AND

SRI / SMT. _____ PAN _____
Son/ Daughter/ Wife of _____ aged about _____ years Aadhaar No. _____ by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at _____ hereinafter called the "PURCHASER/ ALLOTTEE" (which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors in-interest and permitted assigns) of the OTHER PART.

DEFINITION :

For the purpose of this deed unless the context otherwise requires :-

- a) "ACT" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017).
- b) "RULES" mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) "REGULATION" means the regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- d) "SECTION" means a Section of the Act.

WHEREAS

- A.i) By one deed of conveyance dated 12.08.2016, the Owner/Vendor herein purchased land measuring about 12.5 decimals comprised in R .S .Dag No. 140 corresponding to L.R. Dag No. 126, under R .S .Khatian No. 160, L .F . Khatian No. 1012 and 1017, Mouja -Elachi, J.L.No. 70, R.S.No. 223, Touji No. 51, 53 and 64/ 64, within the limits of the Rajpur Sonarpur Municipality, Ward No. 26, Police Station Sonarpur, District - South 24 Parganas from the owner namely Shyamali Ghosh © Ghau @ Shaw for consideration. Said deed was registered in the office of A.D.S.R .Sonarpur and recorded in Book No.I, Volume No. 1603 - 2016, pages 117334 to 117355 being No. 160304774 for the year 2016.
- ii) By one deed of conveyance dated 12.03.2016, the Vendor herein purchased land measuring about 12.5 decimals comprised in R .S .Dag No. 140, corresponding to L.R .Dag No.126 L.R .Khatian No. 1012 and 1016 of said Mouja - Elachi, Police Station-Sonaraur, under Rajpur

Sonarpur Municipality- Ward No. 26 from Smt.. Leena Ghosh said deed was registered in the office of A.D.S.R, Sonarpur, being No. 160304913 for the year 2016.

- iii) By one deed of conveyance dated 12.03.2016, the owner/ Vendor herein purchased land measuring about 12 .5 decimals comprised in R .S .Dag No. 14G corresponding to L .R .Dag No.126 under R.S. Khatian No. 160,L.R. Khatian No. 4 and 1012 Mouja - Elachi under Rajpur Sonarpur Municipality Ward No. 26, Police Station - Sonarpur, District - South 24 Parganas from Sri Avijit Ghosh and Bharati Ghosh, Said deed was registered in the office of the A .D .S .R .Sonarpur, being No. 160304776 for the year 2016.
- iv) By one deed of conveyance dated 12.03.2016 the owner/ Vendor herein purchased land measuring about 12.5 decimals comprised in P .S .Dag No. 140 corresponding to L.R .Bag No. 126 under R ,S . Khatian No, 160, L .R .Khatian No. 1012 and 1014 Mouja - Elachi under Rajpur Sonarpur Municipality Ward No. 26 Police Station - Sonarpur, District - South 24 Rarganas from Manju Ghosh. Said deed was registered in the office of A.D.S.R. Sonarpur being No. 15034777 for the year 2016.
- v) By one deed of conveyance dated 12.03.2016, the owner/ Vendor herein purchased land measuring about 12.5 decimals comprised in R .S .Dag No. 140 corresponding to L .R. Dag No. 126 under R .S .Khatian NO.160, L.R.Khatian No. 1012 and 1013 Mouja - Elachi under Rajpur Sonarpur Municipality , Ward No. 26, Police Station - Sonarpur, District - South 24 Rarganas from one Biswajit Ghosh and others for consideration. Said deed was registered in the office of A.D .S .R .Sonarpur being No. 16034778 for the year 2016.

- vi) By one deed of conveyance dated 12.03.2016, the owner/vendor herein purchased land measuring about 12.5 decimal comprised in R .S .Dag No, 14o, corresponding to L.R.Dag No.126 under R.S.Khatian No. 160,L .R .Khatian No. 1012 and 1015, Mouja - Elachi under Rajpur Sonarpur Municipality, Ward No.26 Police Station - Sonarpur, District - South 24 Parganas from Smt. Malina Ghosh. Said deed was registered in the office of A .D .S .R .S onarpur being No. 16035039 for the year 2016.
- vii) Thus the vendor herein became the absolute and lawful owner of land measuring about 75 decimal more or less in Mouja - Elachi, vide six deed of conveyance as stated above. Being the owner the vendor has mutated his name in the office of the Rajpur Sonarpur Municipality and after such mutation said portion of land has been known as 620, S.N. Ghosh Avenue, The nature of the said land also been converted for Bahutal Abasan by the Govt, of West Bengal.
- B) Said land is earmarked for the purpose of building a residential cum commercial project comprising multi storied apartment building having facilities thereat and the said project shall be known as
- C) The promoter is fully competent to execute this deed and all the legal formation with respect to the right title and interest of the promoter regarding the said land on which project has been completed.
- D) The Rajpur Sonarpur Municipality has granted the commencements certificate to develop the project vide approval dated _____being registration No,
- E) The vendor has obtained the first lay-out plan, sanctions sanctioned plan (vide Sanction No. 71/CB/26/42 dated 07.07.2013) specifications

and approval for the project and also for the apartment from the Rajpur Sonarpur Municipality.

- F) The Vendor has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on under Registration No,
- G) The Allottee/purchaser had applied for an apartment in the project vide application No, dated and has been allotted apartment No, having carpet area of sq.ft, on the side of floor, in Block alongwith Garage/covered parking No. admeasuring square feet in the ground floor as permissible under the applicable law and of pro-rata share in the common area hereinafter referred to as the apartment more particularly described in Schedule - B and the floor plan is annexed hereto.
- H) The Purchaser herein agreed to purchase the above referred flat at or for the total consideration of Rs . (Rupees) only and one car parking space for Rs. /- (Rupees) only together with undivided proportionate share in the land and right to use the common areas and facilities at the said Holding No. 620, S.N .Ghosh Avenue, Sonarpur, District - South 24 Parganas and accordingly entered into an agreement for sale with the vendor on and paid the earnest money to the Vendor.
- I) Upon receipt of the entire consideration the Vendor/ Promoter has delivered possession of the said unit to the purchaser as per terms of this agreement.

NOW THIS INDENTURE WITNESSETH that in pursuant to the said agreement and In consideration of the said sum of Rs. /- (Rupees) only truly paid by the purchaser to the vendor on or before execution of these present, the receipt whereof the vendor hereby admits and acknowledge as per memo of consideration hereunder written. The vendor hereby sell, transfer, convey, assign and assure to and unto the purchaser ALL THAT one self-contained flat and one car parking space more fully- described in Schedule – B below together with undivided proportionate share in the land and right to use the common areas and facilities as described in Schedule MC” below subject to some rights and obligations as mentioned in Schedule – D below. TO BE HELD, POSSESSED AND ENJOYED by the purchaser as absolute owner with all rights to sell or transfer the said unit hereby conveyed at his/her/their sole discretion subject to the observance of obligations herein after mentioned further the subsequent purchaser shall remain bound by the terms of this deed.

SCHEDULE “A”

(The Premises)

ALL THAT piece and parcel of land (Bhautal Abasan) measuring about 75 decimals more or less in Mouja - Elachi, J.L.No.70/ R.S.No. 223/ Touji No. 51, 52 and 63/64 together- with building (Basement plus Nine floor) therein comprising of different Blocks lying within the limits of the Rajpur Sonarpur Municipality Ward No, 26, being Holding No, 620 S.N,Ghosh Avenue, Police Station - Sonarpur, District – South 24 Parganas under the following dags and Khatians, L.R,Khatian No, L.P .Dag No, Area (de) Nature 3069 126 75 Bahutel Abasan, being butted and bounded by –

On the North -

On the South -

On the East -

On the West -

SCHEDULE "B"
(Description of Unit hereby sold)

ALL THAT one self contained flat being flat No, on the side of the
 floor Tower No, having carpet area of square feet super
built up area square feet more or less comprising of bed rooms, 1 (one)
drawing cum dining space, 1 (one) kitchen 2 (two) toilets, 1 (one) Bale
balcony and one car parking space measuring about square feet being space
No. together with undivided proportionate share in the land
underneath the building and. Right to use the common areas and facilities
provided at the said premises as stated hereinafter.

SCHEDULE "C"
(Common areas and facilities)

1. Entrance and exits, internal roads, driveways and footpaths.
2. All gardens and children playing area on the land.
3. Common durwans room.
4. Boundary walls and main gates.
5. Drainage and sewerage lines and other installations.
6. Low tension and/or the high tension electrical installations and its transformer room, electrical substations and electrical wirings, and other fittings excluding only those as are installed within the exclusive area of any unit and/or exclusively for its user.
7. Stair cases and lobbies on all the floors.
8. Lift well lift and lift installations, lift machine room lift lobby.
9. Entrance lobby, electric/utility room end (the office room to be used by the Association).
10. Central Master antenna including Bangladesh reception,
11. Swimming pool,

12. Community hall,
13. Indoor sports rooms facilities etc.
14. Library rooms,
15. VCR channel facility,
16. Tube wells and water supply,
17. Water pumps, water pump room, water reservoir, together with all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any unit) in and/or all the proposed buildings on the land.
18. Closed circuit T.V.
19. Intercom from ground floor,
20. Lightning arrestor,
21. Common toilets for the servants,
22. Campus lighting,
23. Fire fighting systems,
24. Generator and its installations, wiring and fittings for common purposes and 200 – 300 watts for each flat depending on the size of the Unit.
25. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and proposed buildings as are necessary for passage to and/or user of the Units in common by the Co-owners.

Schedule
(Common expenses)

1. All costs of maintenance, operating, replacing, repairing white washing, painting, decorating, redecorating, rebuilding reconstructing, lighting, and the common portions and the common areas in the proposed buildings including their outer walls.

2. The salary of all persons employed for the common purposes including durwans, security personnel, liftmen, sweepers, plumbers, electricians etc.
3. Insurance premium for insuring the proposed buildings if any.
4. All charges and deposits for supplies of common utilities to the co-owners in common.....
5. Municipal tax, multi storied tax, water tax and other levies in respect of the land and the proposed buildings save those separately assessed on the owner.
6. Costs of formation and operation of the association.
7. Costs of running, maintenance, repairs and replacements of lifts, transformers, generators, pumps and other. Common installations including their license fees, taxes and other levies (if any).
8. Electricity charges for the electrical energy consumed for the operation of the common services.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. The office expenses incurred, for maintaining an offices for common purposes.
11. All other expenses, taxes, rates and other levies etc. as are deemed by the vendor to be necessary .or .incidental or liable to be paid by theCo-owners.in common including such amount as be fixed for creating a fund, for replacement, renovation, painting and/or periodic repairing of the common portions.

SCHEDULE "E"
(Rules and Regulations)

1. Transfer and dismemberment : -

1.1. The purchaser shall not at any time claim partition of the said undivided proportionate share in the land and/or in the common portions and/or in any of the common areas, utilities and facilities in the land and the proposed buildings in which the owner has any right in common with the co-owners.

2.1 In case not already done by the vendor the purchaser shall after completion of the unit and after the transfer being completed in terms hereof apply for the purpose of assessment of Municipal rates and taxes.

2.2 In case the purchaser fails to apply for the mutation despite being called upon to do so by the vendor, Vendor shall be entitled to have the same effected at the costs and expenses of the purchaser and the purchaser shall pay to the vendor such costs and expenses within fifteen days of being called upon the vendor and without prejudice to the other rights of the vendor,

3. Taxes and impositions-

3.1. Until such time as the unit be not separately assessed and/or mutated in respect of any tax imposition the purchaser shall bear and pay a proportionate share of rates and taxes,

3.2. Upon the mutation of unit in the name of the purchaser for the purpose of liability of any tax or imposition, the purchaser shall pay wholly such tax or imposition, in respect of the unit and proportionately in respect of the common portions.

3.3 Apart from the amount of such taxes and impositions the purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such liability arises due to any default on the part of the purchaser.

3.4. All taxes impositions and outgoings including all penalties costs charges and expenses including sales tax service tax in respect of the land and the buildings shall be paid borne and discharged by the

purchaser wholly in case the same relates exclusively to the unit proportionately in case the same relates to the land and the buildings together.

- 3.5. The terms taxes and imposition referred in various sub-clauses of clause - 3 immediately proceeding shall include the land Revenue, Municipal rates and taxes. Municipal surcharge, multi storied building tax, urban Land Tax, betterment fees and Water tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time.
- 3.6 The purchaser shall pay and bear such monthly or other charges as may be levied and/or fixed for the use of swimming pool, community Hall, Indoor sports room and other common facilities and the same shall always be Subject to Such regulations and limitations as may be framed by the vendor and on formation of association by the Association in this behalf.
4. Management and maintenance ©f the common portions -
 - 4.1 The purchaser fulfilling his/her/its obligations covenants hereunder that the vendor and upon its formation the Association shall manage, maintain and control the common portions and pay all common expenses and to all acts, deeds and things as be necessary or expedient relating to common purposes .
 - 4.1.2 The vendor may however from time to time appoint adhoc committee or committees of the co-owners for such purposes and on such terms as to its election constitution authority delegation and/or function as the vendor may deem proper until such Association is not formed and starts functioning. The vendor at its option may also terminate such appointment of such adhoc committee or committees.
 - 4.1.3 The purchaser shall not in any manner interfere nor raise any objection whatsoever in or with the said functions of the vendor and/or of Association relating to common purposes.

- 4.2. The vendor and upon its formation the Association shall frame such rules, regulations and bye-laws for the common purposes including as to use of swimming pool, Indoor sports room and other common facilities,
5. Formation of Association -
 - 5.1. Within six months from the date of delivery of all the units comprised in the proposed buildings or earlier if the vendor so decides, the vendor shall form or cause the Co-owners to form an Association for the common purposes and make efforts for its registration under the West Bengal Apartments ownership Act, 1972. Such Association shall have such constitution, rules and/or as be prescribed under the said Act.
 - 5.2. the purchaser and also the vendor if it retains any Unit) shall become a member of the Association and shall pay proportionately all costs for and/or relating to the formation and establishment of the Association and Shall sign Such forms, papers, documents, memorandum, articles, declarations constitution rules and/or regulations as be necessary and be reasonably required by the vendor.
6. Transfer of management from vendor to Association : -
 - 6.1 Upon the formation of the Association the vendor shall handover all its rights and obligations towards common purposes to the Association and thereafter the Association shall exclusively be entitled to the same and responsible for the same and do all acts required therefor and the vendor shall thereafter have no right or be liable therefor in any manner whatsoever.
 - 6.2. At the time of such transfer by the vendor to the Association as mentioned in clause - 6-1 hereinabove the vendor shall also handover to the Association the accounts of each of the Co-owners as regards deposits, payments and/or receipts on account of the common expenses and also the net balance in the hands of the vendor, if any,

towards the same, In case there be a net deficit then such Association shall be liable to pay the same to the vendor.

7. Title deeds :-

7.1. The vendor shall keep the title deeds in respect of the land as are in its possession and/or in its safe custody or in the custody of any person or persons as the vendor may at its absolute discretion think fit and proper. The vendor shall at the cost of the purchaser arrange for inspection thereof and allow the purchaser to take copies and/or extracts therefrom as be required by the purchaser and shall also at like request and costs arrange for production of the same before such authorities as the purchaser may reasonably require.

7.2. Upon completion of transfer of all the units in the proposed building and upon transfer of all other rights of the vendors and upon formation of the Association, the vendor shall deliver to the said Association and such Association shall in place of the vendor, be liable to the covenants as contained in clause - 7.1 hereinabove.

8. User of the unit and common portions -

8.1. After the date of delivery of purchaser shall at his/ her/its own costs and expenses do the following.

8.1.1 Keep the unit and every part thereof and all fixtures and fittings exclusively for the unit properly painted and in good repairs and in neat and clean conditions and as a decent and respectable place.

8.1.2 Use the unit and all common portions carefully peacefully and quietly and only for the purpose for which it is made.

8.2. The purchaser shall not do the following : -

- 8.2.1 Obstruct the vendor or the Association in their acts relating to the common purposes.
- 8.2.2 Violate any of the rules and/or regulations laid down for the common purposes and/or the user of the common portions.
- 8.2.3 Violate any of the rules and/or regulations laid down for the use of the swimming pool, community hall, indoor, sports, room, library room etc.
- 8.2.4 Injure, harm or damage the common portion or any other Unit in the building by making any alternations or withdrawing any support or otherwise.
- 8.2.5 After any portion elevation or colour scheme of the building.
- 8.2.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions save at the places indicated therefor.
- 8.2.7 Place or cause to be placed any articles or object in the common portions.
- 8.2.8 Use the Unit or any part thereof for any purpose other than for residential purpose and/or for the purpose for which it is meant.
- 8.2.9 Carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the unit or the common portion.
- 8.2.10 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building and/or the other proposed building and/or the adjoining building or buildings.
- 8.2.11 Use or allow the unit or any part thereof to be used for any club, meeting, conference hall, nursing home, laboratory, hospital, boarding house, eating place, restaurant or other public purpose without the consent of the vendor/ Association.
- 8.2.12 Put up or affix any sign board, name plate or other things or other similar articles on the common portions or outside walls of the

building and/or the other proposed buildings, and/or the outside Wall of the unit save at the place or places provided therefor by the vendor or the Association provided that nothing contained in this clause shall prevent the purchaser from displaying a decent name place outside of the maindoor of the unit.

8.2.13 Obstruct or object to the vendor using allowing others to use, transferring or making any construction on any part of the land and/or the building and/or the other proposed building save the unit.

8.2.14 Obstruct the vendor in selling or granting rights to any person on any part of the land and/or the building and/or the other proposed building (excepting in the Unit).

8.2.15 Keep or store any offensive, combustible, obnoxious hazardous or dangerous article in the Unit.

8.2.16 Allow or keep any lunatic or any person suffering from any virulent, dangerous, obnoxious or infections, diastase in the Unit.

8.2.17 Keep any domestic animal or pet save in the manner permitted in writing by the vendor or the Association and the Calcutta Municipal Corporation and other authorities.

8.2.18 Affix or draw any wire, cable pipe from and to or through any common portions or outside walls of the building or other Units save in manner indicated by the vendor or the Association.

8.2.19 Keep any heavy article or things which are likely to damage the floor or operate any machine save the usual home appliances.

8.2.20 Install or keep or run any generator so as to cause nuisance to the occupants of other portions of the building.

8.2.21 Install any air-conditioner except according to specification and instruction of the vendor and on obtaining prior written permission of the vendor.

8.2.22 Affix or change windows and grill other than according to the approved specifications and instruction of the vendor and on obtaining prior written permission of the vendor.

8.2.23 Change the colour scheme of the windows, grill or the main door of the Unit other than according to specifications and instruction of the vendor and on obtaining prior written permission of the vendor.

9. Payments and deposits : -

9.1. The purchaser shall regularly and punctually pay the proportionate share of the common expenses and on the dates and in the manner elsewhere contained in this agreement.

9.2. In case of default in making payment by the purchaser, the vendor or the Association shall have the additional right without prejudice to its other rights to stop the electricity water and/or other utilities to the Unit to demand and realise all amounts for the time being due and payable by the purchaser towards common expenses.

9.3 The purchaser shall pay to the vendor and/or the Association upon its formation interest at 24 per annum compoundable monthly on all amounts for the time being in default towards common expenses for the period of such default without prejudice to the other rights of the vendor and/or the Association for stoppage of water supply and other utilities to the Unit.

10. Miscellaneous :-

- 10.1. Whenever any amounts are expressly payable by the purchaser hereto the same shall wholly be payable by the purchaser in case the same relates only to the Unit and proportionately in case they relate to the land the common portions unless otherwise specifically mentioned.
- 10.2. All amounts becoming due and payable hereunder and the liability for the same be and remain a charge on the Unit.
- 10.3. As between the vendor and/or the Association of the one part and the purchaser of the other part the parties shall indemnify each other in respect of all losses, damages, claims, demands, costs proceedings, actions arising due to non-payment or other default in observance of the terms and conditions herein contained as also contained in this schedule.

IN WITNESS WHEREOF the parties hereto have executed and delivered these present on the day, month and year first above written.

SIGNED SEALED & DELIVERED by
the withinnamed VENDOR at
Calcutta in the presence of :-

1.

2.

VENDOR

SIGNED SEALED & DELIVERED by
the withinnamed Purchaser at
Calcutta in the presence of :-

1.

2.

PURCHASER