

**DEED OF CONVEYANCE**

**“Dream World City”**

**“PRECINCT - I”**

1. **Date:** \_\_\_\_\_
2. **Nature of document: Deed of Conveyance**

**3. Parties:**

- 3.1 PALANHARE BUILDTECH PRIVATE LIMITED (PAN AAGCP6630C)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.2 PALANHARE INFRABUILD PRIVATE LIMITED (PAN AAGCP6617B)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019
- 3.3 PALANHARE AWAS PRIVATE LIMITED (PAN AAGCP6615D)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.4 PALANHARE BUILDWELL PRIVATE LIMITED (PAN AAGCP6639M)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.5 PALANHARE HEIGHTS PRIVATE LIMITED (PAN AAGCP6624E)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.6 PALANHARE INFRASTRUCTURE PRIVATE LIMITED (PAN AAGCP6637F)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019.
- 3.7 PALANHARE BUILDCON PRIVATE LIMITED (PAN AAGCP6613F)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.8 PALANHARE APARTMENT PRIVATE LIMITED (PAN AAGCP6619R)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019.

- 3.9 PALANHARE INFRAESTATE PRIVATE LIMITED (PAN AAGCP6632A)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019
- 3.10 PALANHARE REALTORS PRIVATE LIMITED (PAN AAGCP6612E)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.11 PALANHARE SKYRISE LLP (PAN. AASPF5249E)**, (formally known as **PALANHARE SKYRISE PRIVATE LIMITED**) a limited liability partnership incorporated under the provisions of the LLP Act, 2008 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.12 PALANHARE BHOOMI NIRMAN PRIVATE LIMITED (PAN AAGCP6628J)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.13 PALANHARE DEVELOPERS LLP (PAN AASPF5249E)** (formally known as **PALANHARE DEVELOPERS PRIVATE LIMITED**) a limited liability partnership incorporated under the provisions of the LLP Act, 2008 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.14 R. J. REALTORS PRIVATE LIMITED (PAN. AAFCR4971D)**, a Company incorporated under the Companies Act, 1956 having its registered office at 44/2A, Hazra Road, Kolkata-700019,
- 3.15 SYMPHONIC VANIJYA PRIVATE LIMITED (PAN. AAJCS4763L)**, a Company incorporated under the Companies Act, 1956 having registered office at 44/2A, Hazra Road, Kolkata700019,

All the parties hereinafter collectively referred to as the **CO-OWNERS** (which term and/or expression shall unless excluded by or repugnant or

contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **FIRST PART**, represented by their duly constituted Attorney **DREAM GATEWAY HOTELS PRIVATE LIMITED** (which has since been renamed as **DREAM GATEWAY HOTELS LIMITED**) (**PAN. AADCD0692H**) a company incorporated within the meaning and under the provisions of the Companies Act, 1956, having registered office at 44/2A, Hazra Road, Kolkata-700019, appointed vide Power of Attorney dated 20/12/2017, registered at the office of D.S.R.IV, Alipore, South 24 Parganas, recorded in Book No- IV, Volume number 1604-2018, Page from 207 to 254 being No 160400008 for the year 2018.

**AND**

- 3.16 DREAM GATEWAY HOTELS LIMITED** (formerly **DREAM GATEWAY HOTELS PRIVATE LIMITED**) (**PAN. AADCD0692H**) a company incorporated within the meaning and under the provisions of the Companies Act, 1956, having registered office at 44/2A, Hazra Road, Kolkata-700019, represented by its Authorised Signatory Mr. \_\_\_\_\_ working for gain at 44/2A, Hazra Road, Kolkata-700019. Hereinafter referred to and identified as **CO-OWNER-CUM-DEVELOPER** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the **SECOND PART**.

**And**

- 3.17** \_\_\_\_\_, **S/O W/o** \_\_\_\_\_, having PAN No. \_\_\_\_\_ by faith Hindu, by occupation \_\_\_\_\_, having permanent address at \_\_\_\_\_

**And**

**3.18** \_\_\_\_\_, S/O W/o \_\_\_\_\_, having PAN No. \_\_\_\_\_ by faith Hindu, by occupation \_\_\_\_\_, having permanent address at \_\_\_\_\_

(which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include each of their successor-in-interest, nominees, executors, administrators and/or assigns) of the **THIRD PART**

**4. Subject Matter:** Sale of the "**Composite Unit**" being the "**Flat and Appurtenances**" lying and situated in Block \_\_\_\_\_ the "**Building**") in the "**Project**" i.e. "**Precinct - I**" constructed on the piece and parcel of land, hereinafter referred to as the said "**Premises**" as more fully described in **Schedule A** hereto and the **Composite Unit** is more fully described in **Schedule B** hereto comprises of the following:

- 4.1** The '**Flat**' being the residential flat measuring about \_\_\_\_\_ square feet \_\_\_\_\_ area, described in **Schedule B** and delineated in the **Plan A** annexed hereto and marked in colour **Red**;
- 4.2** The exclusive right to use and enjoy the '**Parking Space**' for one normal sized vehicle;
- 4.3** The proportionate, undivided, indivisible and singly non-transferable share in the land comprised in the Premises (the "**Land Share**");
- 4.4** The proportionate, undivided, indivisible and singly non-transferable share in the common areas, amenities and facilities of the Building and the Complex (the "**Common Portions**"), more fully described in **Schedule C** hereto;
- 4.5** The right of perpetual easement on the roads and pathways for ingress to and egress from the Complex (the "**Easement Rights**");

## **5. Background:**

### **5.1. FOR RS/LR DAG NO.265:**

#### **PART-I**

WHEREAS One Sokeran Bibi was the absolute owner of all that the piece and parcel of land measuring **06 (Six) Decimal**, more or less comprised in R.S/LR Dag No: 265 under Mouza Amgachia, and after the demise of said Sokeran Bibi, her said property devolved upon her legal heirs namely i) Mabiya Bibi, wife of Late Nazrul Gharami (ii) Sujauddin Gharami (iii) Farukuddin Gharami (iv) Nazimuddin Gharami (v) Nuruddin Gharami (vi) Rasida Bibi (vii) Mursida Bibi, according to Islamic law of inheritance and in due course of time said legal heirs, on account of their lawful necessity conjointly sold, conveyed, transferred, granted and assigned the said land in favour of **DREAM TOWER PRIVATE LIMITED** by virtue of a Registered Deed of Conveyance being no: 15051 for the year 2006, recorded in Book No: I, Volume No: I, pages from 1 to 12, registered before the Additional Registrar of Assurance I, Kolkata.

#### **PART-II**

WHEREAS One Gazi Sawkat Ali being the absolute owner of all that piece and parcel of land measuring **11 (Eleven) Decimal**, more or less comprised in R.S/LR Dag No: 265 under Mouza Amgachia, sold, conveyed, transferred, granted and assigned the said land in favour of M/S SHISMOHAN REAL ESTATE PRIVATE LIMITED by virtue of Registered Deed of Conveyance in Bengali Language, being no. 6670 for the year 2006, registered before the A.D.S.R. Bishnupur, South 24 Pgs, and in due course of time said M/S SHISMOHAN REAL ESTATE PRIVATE LIMITED sold, conveyed and transferred Said property in favour of **DREAM TOWER PRIVATE LIMITED**, by virtue of a Registered Deed of Conveyance being no: 15056 for the year 2006, recorded in Book No: I, Volume No: I, pages from 1 to 10, registered before the Additional Registrar of Assurance I, Kolkata.

#### **PART-III**

WHEREAS One Gazi Omar Ali was the absolute owner of all that the piece and parcel of land measuring **12 (Twelve) Decimal**, more or less comprised in R.S/LR

Dag No: 265 under Mouza Amgachia, and after the demise of said Gazi Omar Ali, his said property devolved upon his 4 (four) sons namely (1) Gazi Sahadev Ali (2) Gazi Sukur Ali (3) Gazi Mansur Ali and (4) Aya Chand Ali , and 3 (three) daughters namely (1) Ropena Bewa (2) Rosena Biwi and (3) Rahena Khatun, according to Islamic law of inheritance and in due course of time one of the said legal heirs namely Aya Chand Ali, sold his acquired share measuring more or less 2 (two) Decimal of land, sold, conveyed, transferred, granted and assigned the said land in favour of SUDHAMA DEVELOPERS PRIVATE LIMITED by virtue of a Registered Deed of Conveyance being no. 6669 for the year 2006, registered before the A.D.S.R Bishnupur, South 24 Pgs, and in due course of time said SUDHAMA DEVELOPERS PRIVATE LIMITED sold, conveyed and transferred Said property in favour of **DREAM TOWER PRIVATE LIMITED**, by virtue of a Registered Deed of Conveyance being no. 8929 for the year 2007, recorded in Book No. I, Volume No. I, pages from 1 to 10 registered before the Additional Registrar of Assurances-I, Kolkata. The other remaining legal heirs of said Gazi Omar Ali namely (1) Gazi Sahadev Ali (2) Gazi Sukur Ali (3) Gazi Mansur Ali and (4) Ropena Bewa (5) Rosena Bibi 6) Rahena Khatun, sold their acquired shares measuring more or less 10 (ten) Decimal of land, conjointly sold, conveyed, transferred, granted and assigned the said land in favour of **DREAM TOWER PRIVATE LIMITED**, by virtue of Registered Deed of Conveyance being no: 15136 for the year 2006, recorded in Book No: I, Volume No: I, pages from 1 to 12, registered before the Additional Registrar of Assurance - I, Kolkata.

#### **PART-IV**

WHEREAS One Gazi Islam Ali being the absolute recorded owner of all that piece and parcel of land measuring **56 (Fifty Six) Decimal**, more or less comprised in R.S/LR Dag No: 265 under Mouza Amgachia, sold, conveyed and transferred Said property in favour of **DREAM TOWER PRIVATE LIMITED**, by virtue of a Registered Deed of Conveyance being no. 15333 for the year 2006, recorded in Book No: I, Volume No: I, pages from 1 to 10, registered before the Additional Registrar of Assurance - I, Kolkata.

#### **PART-V**

WHEREAS One Sarina Bibi being the absolute recorded owner of all that piece and parcel of land measuring **5 (Five) Decimal**, more or less comprised in R.S/LR Dag No: 265 under Mouza Amgachia, sold, conveyed and transferred Said property in favour of **DREAM TOWER PRIVATE LIMITED**, by virtue of a Registered Deed of Conveyance being no: 1739 for the year 2007, recorded in Book No: I, Volume No: I, pages from 1 to 9, registered before the Additional Registrar of Assurance - I, Kolkata.

AND WHEREAS By virtue of Deed of Conveyances as mentioned herein above **DREAM TOWER PRIVATE LIMITED**, became the owner of ALL THAT the piece and parcel of land admeasuring total area of **90 (Ninety) Decimal**, comprised in RS/ LR Dag No. 265, under Mouza- Amgachia, PS : Bishnupur, District : South 24 Parganas.

AND WHEREAS **DREAM TOWER KOLKATA PRIVATE LIMITED** (Previously known as Dream Tower Pvt. Ltd) thereafter sold, conveyed and transferred **71.21 (Seventy One Point Two One) Decimal** of land out of aforesaid 90 (Ninety) Decimal land to Present Owners herein, by virtue of several Registered Deed of Conveyances, being nos. 2859 for the year 2014, 2860 for the year 2014 & 2861 for the year 2014, registered before the A.D.S.R. Bishnupur, South 24 Parganas, details whereof are more fully given in the table below.

**5.1.ii FOR RS/LR DAG No 263.:**

**PART-I**

WHEREAS One Soban Ali Seikh being the sole and absolute recorded owner of all that piece and parcel of land measuring **32 (Thirty Two) Decimal**, more or less comprised in R.S/LR Dag No: 263 under Mouza Amgachia, sold, conveyed and transferred Said property in favour of two brothers namely Subarata Paul & Jayanta Paul, both sons of Late Nabadwip Chandra Paul, by virtue of a Registered Deed of Sale in Bengali Language, being no. 4227 for the year 1976, recorded in Book No-I, volume No.41, pages from 288 to 292 registered before the A.D.S.R. Bishnupur, South 24 Parganas, and in due course of time said two brothers namely Subarata

Paul & Jayanta Paul conjointly sold, conveyed and transferred their said property, being 32 (Thirty Two) Decimal of land to **DREAM TOWER PRIVATE LIMITED**, by virtue of Registered Deed of Conveyance being no. 15055 for the year 2006, recorded in Book No-I, volume no. 1, page from 1 to 10, registered before the Additional Registrar of Assurance - I, Kolkata.

#### **PART-II**

WHEREAS One Paritosh Patra, son of late Pulin Patra being the sole and absolute recorded owner of all that piece and parcel of land measuring **10.83 (Ten Point Eight Three) Decimal**, more or less comprised in R.S/LR Dag No: 263 under Mouza Amgachia, sold, conveyed and transferred their said property to **DREAM TOWER KOLKATA PRIVATE LIMITED** by virtue of a registered Deed of Conveyance being no. 4576 for the year 2010, recorded in Book No-I, CD volume no. 16, page from 2912 to 2925, registered before the DSR-IV, Alipore, South 24 Parganas.

#### **PART-III**

WHEREAS One Pravas Patra, son of late Pulin Patra being the sole and absolute recorded owner of all that piece and parcel of land measuring **10.33 (Ten Point Three Three) Decimal**, more or less comprised in R.S/LR Dag No: 263 under Mouza Amgachia, sold, conveyed and transferred their said property to **DREAM TOWER KOLKATA PRIVATE LIMITED** by virtue of a registered Deed of Conveyance, being no. 4579 for the year 2010, recorded in Book No-I, CD volume no. 16, page from 2926 to 2939, registered before the DSR-IV, Alipore, South 24 Parganas.

#### **PART-IV**

WHEREAS one Kashi Nath Patra was the sole and absolute owner of all that piece and parcel of land measuring **10.33 (Ten Point Three Three) Decimal**, more or less comprised in R.S/LR Dag No: 263 under Mouza Amgachia, and after the demise of said Kashi Nath Patra, his said property devolved upon his widow namely Smt. Jhutika Patra, 2 (two) daughters namely Smt. Jhuna Patra and Smt. Luna Mali and 2 (two) sons namely Sri Gorachand Patra and Sri Rupchand Patra, according to

provision of The Hindu Succession Act, 1956, and in due course of time said legal heirs of Kashi Nath Patra (since deceased) conjointly sold, conveyed and transferred their inherited undivided shares to **DREAM TOWER KOLKATA PRIVATE LIMITED**, by virtue of a registered Deed of Conveyance being no. 4580 for the year 2010, recorded in Book No-I, CD volume no. 16, page from 2940 to 2957, registered before the DSR-IV, Alipore, South 24 Parganas.

**PART-V**

WHEREAS One Gazi Aman Ulla having acquired a piece of land measuring 21 (Twenty One) Decimal more or less comprised in R.S/LR Dag No: 263 under Mouza Amgachia, by virtue of a Partition Deed executed in between Gazi Aman Ulla, Kamal Gazi and Gazi Sahid Ulla and subsequently said Gazi Aman Ulla sold, conveyed and transferred a portion of his said property being a demarcated piece of land measuring **15.30 (Fifteen Point Three Zero) decimal**, out of his total land measuring 21 (Twenty One) Decimal to **SYMPHONIC VANIJYA PRIVATE LIMITED** by virtue of Deed of Conveyance being no. 4029 for the year 2010, recorded in Book No-I, CD volume no. 14, page from 3912 to 3925, registered before the DSR-IV, Alipore, South 24 Parganas.

AND WHEREAS **DREAM TOWER KOLKATA PRIVATE LIMITED** (Previously known as Dream Tower Pvt. Ltd) and **SYMPHONIC VANIJYA PRIVATE LIMITED** thereafter sold, conveyed and transferred **68.79 (Sixty Eight Point Seven Nine) Decimal** of land out of aforesaid 78.79 (Seventy Eight Point Seven Nine) Decimal land to Present Owners herein, by virtue of several Registered Deed of Conveyances, being nos. 2855 for the year 2014, 2856 for the year 2014 & 2861 for the year 2014, registered before the A.D.S.R. Bishnupur, South 24 Parganas, details whereof are more fully given in the table below

**5.1.iii FOR RS/LR DAG No.266 & 266/692:**

WHEREAS One Gachhimuddin Gazi was the sole and absolute owner of piece and parcel of land measuring **4 (Four) Decimal** more or less comprised in R.S./L.R. Dag No. 266, and **5 (Five) Decimal** more or less comprised in R.S./L.R .Dag No.

266/692, under Mouza - Amgachia, and while seized and possessed of the said land, Gachhimuddin Gazi, sold, conveyed and transferred the said land under aforesaid two dags, to one Sachindra Kumar Majumdar, by way of a registered Deed of Conveyance. Subsequently said Sachindra Kumar Majumdar sold and conveyed his said land under aforesaid two dags to one Sri Bijan Saha, by virtue of a Registered Deed of Conveyance being no. 6067 for the year 1987 registered before the A.D.S.R. Bishnupur, South 24 Parganas, Subsequently said Bijan Saha sold and conveyed his said land under aforesaid two dags to one four companies namely (1) FAIRDEAL ENCLAVE PRIVATE LIMITED, (2) FAIRDEAL SKYRISE PRIVATE LIMITED, (3) FAIRDEAL INFRA VENTURES PRIVATE LIMITED and (4) FAIRDEAL INFRA BUILDER PRIVATE LIMITED, by virtue of two separate Registered Deed of Conveyance being nos. 135 for the year 2013, recorded in Book No. I, CD Volume No. I, pages from 2127 to 2138, and 136 for the year 2013, recorded in Book No. I, CD Volume No. I, pages from 2139 to 2150, both are registered before the A.D.S.R. Bishnupur, South 24 Parganas. Thereafter the said four companies conjointly transferred **4 (Four) Decimal** of land comprised in R.S./L.R Dag No. 266 and **5 (Five) Decimal** of land comprised in R.S./L.R Dag No. 266/692 i.e. to say totalling 9 (Nine) Decimal of land to **DREAM GATEWAY HOTELS PRIVATE LIMITED** and **R.J. REALTORS PVT. LTD** by virtue of a Registered Deed of Conveyance being no. 2861 for the year 2014, recorded in Book No. I, CD Volume No: 10, pages from 1415 to 1433, registered before the A.D.S.R. Bishnupur, South 24 Parganas.

**THUS** in the manner above the Present Owners became the joint owners of the **1<sup>st</sup> Schedule** land measuring a total area of **159 Decimal**, in the manner stated above and for the sake of brevity the details whereof are given in the TABLE below :

Deed No / Year	Office	VENDOR	PURCHASER / PRESENT OWNERS	Dag No.	Conveyed Land in Decimal
2859/2014	ADSR Bishnupur	Dream Towers Pvt. Ltd.	Palanhare Buildtech Pvt. Ltd	265	10
			Palanhare Infrabuild Pvt. Ltd.	265	10
			Palanhare Awas Pvt. Ltd.	265	10
2860/2014	Bishnupur	Dream	Palanhare Buildwell Pvt.	265	10

		Towers Pvt. Ltd.	Ltd. Palanhare Heights Pvt. Ltd. Palanhare Infrastructure Pvt. Ltd.	265 265	10 10
2856/2014	ADSR Bishnupur	Dream Towers Pvt. Ltd.	Palanhare Buildcon Pvt. Ltd. Palanhare Apartments Pvt. Ltd. Palanhare Infraestate Pvt. Ltd.	263 263 263	10 10 10
2855/2014	ADSR Bishnupur	Dream Towers Pvt. Ltd.	Palanhare Realtors Pvt. Ltd. Palanhare Skyrise Pvt. Ltd. Palanhare Bhoomi Nirman Pvt. Ltd.	263 263 263	10 10 10
2861/2014 & 410/2014	ADSR Bishnupur	Dream Towers Pvt. Ltd. & Symphonic Vanijya Pvt. Ltd. Fairdeal Enclave Private Limited, Fairdeal Skyrise Private Limited, Fairdeal Infra Ventures Private Limited & Fairdeal Infra Builder Private Limited	Palanhare Developers Pvt. Ltd. R. J. Realtors Pvt. Ltd Dream Gateway Hotels Pvt. Ltd Dream Gateway Hotels Pvt. Ltd	265 265 266 266 /692	10 10 4 5
4029/2010	DSR IV Alipore	Gazi Aman Ulla alias Aman Gazi	Symphonic Vanijya Pvt. Ltd.	263	10

**5.1 Residential-cum-Commercial Development and Sanction of Plan:**With the intention of developing and commercially exploiting the Said Premises

by constructing the Said Complex thereon and selling spaces therein (**Units**), the Developer has got a building plan sanctioned by the Amgachia Gram Panchayet, under South 24 Parganas, Zilla Parishad, being Plan No. 396/526/KMDA dated 02.02.2017 for construction of the Said Complex, which includes all sanctioned/permissible modifications made thereto, if any, from time to time (the "**Sanctioned Plan**").

- 5.2 Project:** The Vendor/Developer has, since, named the development as "**Dream World City**" (hereinafter referred to as the said '**Project**'). Having **HIRA Registration No. \_\_\_\_\_**.
- 5.3 Commencement of Construction:** The Vendor/Developer, after obtaining the Sanctioned Plan for the Complex, commenced the construction in a phased manner.
- 5.4 Allotment:** The Vendor/Developer then decided to allot independent Composite Units in the Complex for residential purposes and accordingly received applications for allotment of Composite Units from intending acquirers, including the Purchaser herein. By an Agreement for Sale dated \_\_\_\_\_ (the "**Agreement**"), the Vendor/Developer agreed to sell and transfer the Composite Unit in favour of the Purchaser subject to fulfillment of the terms and conditions of the Agreement by the Purchaser.
- 5.5 Completion Certificate:** The project has been completed by the Vendor/Developer in accordance with the said Sanction Plan and duly obtained the required Completion Certificate from the competent authority vide no. \_\_\_\_\_ dated \_\_\_\_\_.
- 5.6 Completion of Sale:** The Purchaser being fully satisfied about the title of the Premises, the Sanctioned Plan and the construction of the Composite Unit, has approached the Vendor/Developer for completing the sale and transfer by conveying the Composite Unit in its favour.
- 5.7 Execution:** The Vendor/Developer being agreeable to the above, the parties hereby execute this Deed of Conveyance for sale and transfer of the Composite Unit in favour of the Purchaser on the terms and conditions hereinafter contained.

**6. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

- 6.1 Sale:**The Vendor/Developer hereby sells, conveys and transfers unto and in favour of the Purchaser the “**Composite Unit**”, morefully described in **Schedule B** hereto which the Purchaser shall have, hold and enjoy forever hereafter, free from all encumbrances, on consideration of the total sum mentioned in **Schedule D** (the “**Net Price**”) paid by the Purchaser to the Vendor/Developer, but subject to the mutual easements and restrictions mentioned in **Schedule E**(the “**Purchasers’ Specific Covenants**”), which shall be covenants running with the Composite Unit in perpetuity.
- 6.2 Transfer:** The transfer made hereunder is a “sale” within the meaning of the Transfer of Property Act, 1882.
- 6.3 Possession:** Simultaneously with the execution hereof, the Vendor/Developer has handed over the vacant and peaceful possession of the Composite Unit in favour of the Purchaser.
- 6.4 Covenants of the Vendor/Developer:** The Vendor/Developer hereby covenants with the Purchaser that:
- 6.3.1** The Vendor/Developer has the right, title, interest, power and absolute authority to sell, transfer and convey the Composite Unit.
- 6.3.2** The Purchaser shall, subject to observing and performing the covenants contained herein, peaceably own, hold and enjoy the Composite Unit.
- 6.3.3** The Vendor/Developer has developed a internal road (hereinafter referred to as the said ‘**Road**’). The said Road shall remain the property of the Vendor/Developer and the Vendor/Developer is not transferring right tiltle or interest in the said Road reserving the right of easement.
- 6.5 Covenants of the Purchaser:** The Purchaser hereby agrees and covenants with the Vendor/Developer as follows :
- 6.5.1** The Purchaser has inspected and verified all the documents and Sanctioned Plan related to the Complex and the Composite Unit.
- 6.5.2** The Purchaser has also inspected the Flat, and the Parking Space and is absolutely satisfied as to the area and construction of the Flat, and the Parking Space and the conditions and descriptions of all the fixtures and fittings installed and/or provided therein and

also the amenities and facilities appurtenant thereto and as to the nature, scope and extent of benefit or interest in the Common Portions of the Complex.

- 6.5.3 The Developer/resident association or the facility management company as the case may be may further allow and permit guest or non-residents of the Project to access and use the Special Facilities on payment of suitable fee/compensation, at their discretion. Simultaneously upon the execution hereof, the purchaser hereby consents to the same.
- 6.5.4 The Purchaser is aware and has full knowledge of the applicable laws, notifications, rules and regulations applicable to the said Complex and the Premises.
- 6.5.5 The Vendor/developer has created some facilities within the said Complex (all the Phases) which shall be in common to all the Phases and the purchaser hereby strictly undertakes not to object or create hindrances in usage of common areas and special facilities which are in common between Phases for the use of the residents of adjacent Phases or non residents in terms of the rules and regulation stipulated for use of common areas and special facilities by the Vendor/Developer.
- 6.5.6 The Purchaser herein accepts that the said Road i.e. the Arterial road running through all the phases and is not the exclusive part of the Project and that the Purchaser shall not claim any common right title or interest other than the right to easement over the same.
- 6.5.7 The Purchaser covenants that notwithstanding anything herein stated the Common Portions of the Project will be only those which has been earmarked by the Vendor/Developer for common use of all the owners of the flats (the “**residents**”) in the Project.
- 6.5.8 A demarcated portion of the top roof of the Building shall remain common to all residents of the Building (the “**Common Roof**”) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. The remaining portion of the top roof excluding the Common Roof shall belong to the

Vendor/Developer with right of exclusive transfer and the Purchaser shall not be entitled to do any act which prevents or hinders such transfer.

- 6.5.9** The Purchaser accepts and acknowledges that the Vendor/Developer is entitled to construct further floors on and above the top roof of the Building and/or to make other constructions elsewhere in the Premises subject to statutory approvals and the Purchaser shall not obstruct or object to the same. In this respect, the Vendor/Developer and/or its employees and/or its agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchaser shall not be entitled to raise any objection with regard thereto. After such construction, the roof above such construction shall again have a Common Roof for common use of all residents of the Building.
- 6.5.10** The Purchaser shall have the Flat mutated and separately assessed in his/their name from the appropriate authority.
- 6.5.11** The right to use of the Parking Space can only be transferred along with the Flat hereby sold and shall be deemed to have been transferred with the Flat even though the same is not expressly mentioned in any future conveyance or instrument of transfer. The Purchaser is only entitled to use the parking space. If any parking space remains unallotted then the same shall continue to be property of the Vendor/Developer and can be allotted or used at their sole discretion.
- 6.5.12** The Purchaser shall apply to the West Bengal State Electricity Board (WBSEB) individually for obtaining supply of power and meter for the respective Flat and the Purchaser shall pay all applicable security deposits, cost of cable and/or all other charges for the same to WBSEB.
- 6.5.13** The Vendor/Developer has developed a club in the Complex for recreational facilities (the “**Club**”). However, the Club shall be common for residents, users and occupiers of all the Phases of the

said Complex. Similarly, the Community Hall and Swimming Pool situated in the Complex shall form part of the Common Portions of the Project but the Purchaser herein shall have the right to use the Community Hall and Swimming Pool subject to the rules and regulations framed by the Vendor/Developer and/or Facility Manager.

- 6.5.14** The maintenance and management of the Club shall vest in the Vendor/Developer and/or Facility Manager. Vendor/Developer and/or the Facility Manager shall have the right to frame the rules and regulations of the Club. The cost of operation, maintenance and all recurring or future capital expenses relating to the Club shall be borne, paid and shared proportionately by all the owners of the flats in the Complex and the Vendor/Developer shall have no obligation with regard thereto.
- 6.5.15** If the Purchaser fails to pay Maintenance charge consecutively three (3) months, he/she will lose the right to park the car even if he has been allotted the same by the Vendor/Developer also lose the right to use club and other common facilities.
- 6.5.16** Subject to punctual payment of the subscriptions, other charges and deposits, if any, as may be levied by the Facility Manager from time to time on the residents in the Project and subject further to the observance and performance of the rules and regulations of the Club, the Purchaser shall be entitled to enjoy and avail the facilities of the Club, but under no circumstances will the Purchaser be deemed to have any ownership or other rights on the Club.
- 6.5.17** In the event of transfer of the said Composite Unit from the Purchaser to any other person, the membership of the Purchaser in respect of the Club will stand terminated. The transferee of the Purchaser will compulsorily be required to take membership of the Club upon payment of all deposits, fees and charges as may be decided by the Facility Manager.

**6.5.18** The Purchaser shall perform and fulfill all the covenants, stipulations, conditions and obligations of the Purchasers as contained in **Schedule E**.

**6.5.19** The Purchaser shall pay all rates, taxes and outgoings, including Municipal tax, surcharge, land revenue, levies, cess, wholly in respect of the Composite Unit and proportionately in respect of the project. The Purchaser shall further pay proportionately the common expenses/maintenance charges mentioned in **Schedule F** (the "**Common Expenses**").

## **7. Subject Matter:**

**7.1** The words used in bold in the heading of the clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clauses and the words put in bold in brackets define the word, phrase or expression immediately preceeding.

**7.2** Single number shall include plural number as well.

**7.3** Masculine gender shall include feminine and neutral genders as well.

**7.4** That whatever the Parties hereto have stated in the recital of this Deed of Conveyance hereinabove shall be deemed to be the representation/s and decleration/s and shall form an essential part of this Deed of Conveyance.

**7.5** In this Deed of Conveyance unless the context otherwise requires the terms defined in nomenclature and the recitals hereinabove shall have the same meaning.

### **SCHEDULE A**

**(PREMISES i.e. the piece and parel of land on which the said PROJECT has been constructed)**

**ALL THAT** the pieceand parcel of land measuring 159 Decimal more or less, comprised in R.S/L.R Dag Nos. 263, 265, 266 & 266/692 and recorded in R.S/L.R Khatian Nos. 10899, 10901, 10900, 10910, 10909, 10908, 10904, 10902, 10903, 10905, 10906, 10907, 11117, 11123, 11122 and 9875 Pargana Magura under P.S. & Sub Registry Office - Bishnupur, under the ambit of Amgachhia Gram Panchayet, District South 24 ParganasDream World City Precinct – I (Said Project) in Mouza Amgachia, J.L. No. 93, Police Station Bishnupur, butted and bounded as follows:

- On the North : 14.5 m wide common passage;  
 On the South : RS/L.R. dag no.263 (p) and 254;  
 On the East : R.S/L.R. dag no. 266(p), 266/692(p), 262(p)  
 On the West : R.S/L.R. dag no.264 and 263(p)

**SCHEDULE B**  
**(COMPOSITE UNIT)**

**ALL THAT**the residential Flat No.\_\_\_\_\_on the\_\_\_\_\_ **floor** of the **Block**\_\_\_\_\_ having \_\_\_\_\_ sq.ft. ( \_\_\_\_\_ ) square feet of \_\_\_\_\_ area, more or less within the Projectand Flat, delineated in the **Plan** annexed hereto in colour **Red**;

**TOGETHER WITH**the exclusive right to use and enjoy \_\_\_\_\_ **Open /Covered** car parking space;

**TOGETHER WITH**the proportionate, undivided, indivisible and singly non-transferable share in the land comprised in the Premises;

**TOGETHER WITH**the proportionate, undivided, indivisible and single non-transferable share in the Common Portions of the Project;

**TOGETHER FURTHERWITH**the right of perpetual easement on the roads and pathways for ingress to and egress from the Project.

**SCHEDULE C**  
**(COMMON PORTIONS)**

1. **Area:**

- a) Open and/or covered paths and passages.
- b) Lobbies and staircases of the Building.
- c) Stair head room, lift and lift well.
- d) Boundary walls and main gates of the Premises.
- e) Landscape, Garden & Children's play area.

2. **Water and Plumbing:**

- a) Water reservoirs.
- b) Water tanks.
- c) Water pipes (save those inside any Flat).
- d) Underground tank and installations for fire fighting, if any.

3. **Electric Installations:**
  - a) Wiring and accessories for lighting of Common Portions.
  - b) Electric Installations relating to meter for receiving electricity from WBSEB.
  - c) Pump and motor.
  - d) Lift and lift machinery.
4. **Drains:**
  - a) Drains, sewers and pipes.
  - b) Drainage connection with Municipality, if available.
5. **Others:** Other areas and installations and/or equipments, if any, as are provided in the Complex and/or the Premises for common-use and enjoyment of the residents.
6. The General Common Elements include, without limitation, the following:
  - I. The land and all other areas of the Property and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Property, not part of any unit, for the common use of all Units or by all Unit owners or necessary or convenient for the existence, maintenance or safety of the property as a whole;
  - II. All foundations, columns, girders, beams and supports, including load bearing walls, but excluding those which are specifically designated elsewhere in this Declaration or on the Floor Plans as otherwise.
  - III. All structural floors assemblies, including the underside of such assembly ceiling;
  - IV. All common roof and roof structures but excluding and mechanical or HVAC equipment or their related wires, pipes, conduits, ducts and similar appurtenances which are part of a Unit of Limited Common Elements located upon the roof pursuant to an easement reserved in this Declaration.
  - V. All exterior walls of the building and the structural masonry walls.
  - VI. All windows, window frames, casements and mullions.
  - VII. The stair and stairwell.
  - VIII. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any

such service whether located in Common Elements or in Units) and all other mechanical equipment spaces (except for those which are contained within Units or are Limited Common elements or Residential Limited Common Elements) which serve or benefit all unit owners or other General Common Elements.

- IX. All other facilities of the building (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety or, all units or all unit owners.
7. LIMITED COMMON ELEMENTS shall mean the following portions of the Common Elements which are designated as Limited Common Elements, the use of which is restricted to the exclusive use of the Unit owner, its tenants, licensees, invitees, agents and employees:
- I. All central and appurtenant installations for services such as electricity, telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service which exclusively serve or benefit the unit, whether located in Common elements or in other Units)
  - II. All tanks, pumps, motors, fans, compressor and control equipment which exclusively serve the Unit, whether located in Common Elements or in other Units.
  - III. All mechanical, electrical, plumbing (including their related wires, pipes, conduits, ducts and similar appurtenances) which exclusively serve or benefit the Unit, whether located in common elements or in other units and.
  - IV. Pumps, motors, piping and controls located in the mechanical rooms which exclusively serve or benefit the Unit.

#### **SCHEDULE D**

#### **(NET PRICE)**

**ALL THAT** the net price of **Rs.** \_\_\_\_\_ /- **(Rupees \_\_\_\_\_)** only has been paid by the Purchaser to the Vendor/Developer, for the Composite Unit, in full and final payment and the Vendor/Developer hereby admits and acknowledges the receipt of the same.

**SCHEDULE E**  
**(PURCHASERS' SPECIFIC COVENANTS)**

1. Purchaser shall not:
  - 1.1 Use the Flat for any other purpose but residential.
  - 1.2 Use the Parking Space, if any, for any purpose other than for parking of cars and shall make any construction of whatever nature thereat.
  - 1.3 Make any addition, alteration and/or modification in or about the Flat save and except in accordance with the Rules of the Association.
  - 1.4 Claim any right of pre-emption or otherwise regarding any other portion of other Flat in the Complex.
  - 1.5 Claim partition of the Common Portions or Land Share which shall remain undivided and indivisible.
  - 1.6 Put up or affix any sign board, name plate or display boards in the Common Portions or outside walls of the Buildings save at the places provided or approved therefor provided that this shall not prevent the Purchasers from displaying a decent name-plate outside the main door of the Flat.
  - 1.7 Install or keep or run any generator in the said flat/unit and the parking space if any.
  - 1.8 Alter any portion, elevation or colour scheme of the Buildings and the Common Portions.
  - 1.9 Damage the Common Portions or any of the other Flats by making any alterations or withdrawing any support or otherwise.
  - 1.10 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked there for by the Facility Manager/Association.
  - 1.11 Place or cause to be placed any article or object in the Common Portions.
  - 1.12 Do or permit anything to be done which is likely to cause nuisance or annoyance to the owner/occupants of the other Flats and/or the other Buildings.
  - 1.13 Do, keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Flat, if

any, or the Common Portions as may be injurious, nuisance or obnoxious to owners/occupiers of the other Flats.

- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Buildings or other parts of the Complex, without approval.
  - 1.15 Install any air-conditioner, except in the approved places.
  - 1.16 Affix box type grill or change the design or the place of the grills, the windows or the main door of the Flat, without prior approval in writing.
  - 1.17 Carry on or cause to be carried on any obnoxious or immoral activity in or through the Flat or the Common Portions.
  - 1.18 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Flats in the Building and/or the adjoining Buildings.
  - 1.19 Obstruct or object to the Vendors/Developers using, allowing others to use, transferring or making any construction on any area excluded out of the Common Portions and/or the Building save the Flat.
  - 1.20 Obstruct the Vendors or the Developer from selling or granting rights to any person on any part of the Complex and/or the Building, excepting in his/her own Flat or the Parking Space, if any.
  - 1.21 Keep any heavy articles or things or operate any machine, save any usual home appliances, which are likely to damage the floors.
2. The Purchaser shall:
- 2.1 Do all acts, deeds, matters and things for formation of and other ancillary matters related to the formation of the Association mentioned in **Part II** of this Schedule.
  - 2.2 Pay all charges for the Common Expenses as mentioned in **Schedule F**.
  - 2.3 Keep the Flat and the Parking Space, if any, and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.
  - 2.4 Permit the Vendor/Developer to raise cellular towers and/or hoardings on the common roof of the Building.

- 2.5 Use all paths, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Facility Manager/ Association.
- 2.6 Permit the Facility Manager/ Association and any agents appointed by it to enter the Flat, for effecting repairs for Common Purposes.
- 2.7 Immediately notify the Facility Manager/Association of the tenant's/transferee's address and telephone number, in the event the Purchaser lets out the Flat and the Parking Space.

### **Part II –Association**

- 1. The Purchasers shall compulsorily become members of the Apartment Owners' Association (the "**Association**"), to be formed under the applicable laws.
- 2. The Purchasers shall sign the necessary documents, forms and grant such powers to the Vendor/Developer as may be required for taking steps for formation of the Association.
- 3. The Vendor/Developer will facilitate in the formation of the Association by calling upon the residents in the Complex to become members of the same.
- 4. The Purchasers shall accept and follow, without any objection of any nature whatsoever, the rules and regulations of the Association (the "**Rules**").
- 5. The Purchasers shall bear and pay all proportionate costs, charges and expenses for formation, including professional charges, of the Association.
- 6. The Purchasers shall co-operate with the Association and its other members in all its activities.

### **Part III - Management & Maintenance**

- 7. The Vendor/Developer has handed over all Common Portions of the Complex to a professional commercial facility management organization (the "**Facility Manager**"). The Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, shall levy and collect the Common Expenses. However, the ownership of the Common Portions (subject to the terms of this Conveyance) shall vest in all the residents of the Complex, represented by the Association and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions. The Facility Manager may be replaced by the consent of

80% (eighty percent) or more of the residents of the Complex in terms of total flats held.

8. All deposits, payments for common expenses, taxes, mutation fees maintenance charges and all other outgoings shall be made to and kept with the Facility Manager. However, the Facility Manager being a professionally run company, shall not be liable to share or render its accounts to the residents.
9. The Facility Manager shall function at the cost of the residents and will work on the basis of maintenance charges paid by the residents.
10. **Default:** In case of default by the Purchaser in making the payment of the Common Expenses, in spite of demand by the Facility Manager and/or the Association, as the case may be, the Facility Manager/Association shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser till the Default Amount is in arrears and the Facility Manager/Association, as the case may be, shall further be entitled to interest. The rate of interest as per Act and/or as decided by the association of purchasers or management agency.
11. **Charge:** Any amounts towards Common Expenses becoming due or payable, the liability for the same shall be a charge/lien on the Composite Unit by the Association and shall remain until remittance in full thereof.

**SCHEDULE F**  
**(COMMON EXPENSES)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment & lighting of common areas.
3. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
4. **Association:** Establishment and all other capital and operational expenses of the Association.
5. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

6. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the Said Complex.
7. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including Swimming pool, Gym, Community Hall, lifts, D.G. set, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
8. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Purchaser.
9. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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

**SIGNED AND DELIVERED** by  
PARTIES in presence of

**WITNESSES:**

1.

2.

Signature of Vendor/Developer

Signature of Purchaser(s)

**RECEIPT OF CONSIDERATION BY THE VENDORS / DEVELOPERS**

The Vendors / Developers confirm having received from the Purchaser/s a sum of  
Rs. \_\_\_\_\_ /- (Rupees  
\_\_\_\_\_ Only) towards full and final  
payment of the Consideration for the Composite Unit, being the subject matter of  
this Deed as per memo below.

By	Rs. _____ /
	TOTAL Rs. _____ /

Rupees \_\_\_\_\_ Only

**WITNESSES**

1.

2.

**Signature of Vendor/Developer**