

**DEED OF CONVEYANCE**

**(The Property valued at Rs. ..../-)**

**THIS DEED OF CONVEYANCE** made this ..... day of ....., in the year Two  
Thousand ..... (20.....).

**BY AND BETWEEN**

**BIMAL KUMAR AGARWAL**, (PAN ACGPA 1630 E) son of late Nirmal Kumar Agarwal of 2/1A, Raja Raj Krishna Street, Police Station Burtolla, Kolkata - 700006.

**SANJAY KUMAR AGARWAL**, (PAN ACSPA 8527C) son of late Nirmal Kumar Agarwal of 2/1A, Raja Raj Krishna Street, Police Station Burtolla, Kolkata - 700006.

**DEEPAK KUMAR AGARWAL**, (PAN ACGPA 5409 F) son of late Nirmal Kumar Agarwal of 2/1A, Raja Raj Krishna Street, Police Station Burtolla, Kolkata - 700006.

**KUSUM AGARWAL**, (PAN ACRPA 8240 M) wife of Bimal Kumar Agarwal of 2/1A, Raja Raj Krishna Street, Police Station Burtolla, Kolkata - 700006.

All are duly represented by represented by their constituted attorney, **Bellagio Projects Private Limited**, (PAN AAFCB4861N) (CIN U45400WB2007PTC115784) a private limited company duly incorporated under the provisions of Companies Act, 1956, and governed under the Companies Act 2013, having its registered office at P-186, Rajarhat Road, Police Station- Rajarhat, Kolkata-700186 and its communication office at DN-51, Suite no- 610, 6th floor, Merlin Infinite, Sector V, Salt lake City, Post Office- Sech Bhavan, Police Station- Electronic Complex, Kolkata 700 091, and represented by its Director **AMITABH ROY** (holding PAN **ACGPR3774E**), son of Mr. Sunil Kumar Roy vide Power of Attorney dated 10/07/2013 recorded in Book- IV, Volume - 8, Pages from 995 to 1011, being No. 05034 for the Year 2013 in the office of the ARA-III, Kolkata.

**JAGANNATH CEMENT WORKS PRIVATE LIMITED**(PAN **AAACJ8328D**), a company incorporated under the Companies Act, 1956, having its registered office at 70, Amherst Row, Police Station Amherst Street, Kolkata-700009.

duly represented by represented by their constituted attorney, **Bellagio Projects Private Limited**, (PAN AAFCB4861N) (CIN U45400WB2007PTC115784) a private limited company duly incorporated under the provisions of Companies Act, 1956, and governed under the Companies Act 2013, having its registered office at P-186, Rajarhat Road, Police Station- Rajarhat, Kolkata-700186 and its communication office at DN-51, Suite no- 610, 6th floor, Merlin Infinite, Sector V, Salt lake City, Post Office- Sech Bhavan, Police Station- Electronic Complex, Kolkata 700 091, and represented by its Director **AMITABH ROY** (holding PAN **ACGPR3774E**), son of Mr. Sunil Kumar Roy vide Power of Attorney dated 04/12/2013 recorded in Book- IV, Volume- 12, Pages from 7097 to 7114, being No. 08420 for the Year 2013 in the office of the ARA-III, Kolkata.

All are hereinafter referred to as the **“OWNER/VENDOR”** of the FIRST PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assignees);

**AND**

**BELLAGIO PROJECTS PRIVATE LIMITED** holding (PAN AAFCB4861N(CIN U45400WB2007PTC115784), a private limited company duly incorporated under the provisions of Companies Act, 1956, and governed under the Companies Act 2013 having its registered office at P-186, Rajarhat Road, Police Station- Rajarhat, Kolkata-700186 and its communication office at DN-51, Suite no- 610, 6th floor, Merlin Infinite, Sector V, Salt lake City, Post Office- Sech Bhavan, Police Station- Electronic Complex, Kolkata 700 091, duly represented by its Authorized Signatory Althea Jullet Williams (holding PAN AEJPW3856K) authorized vide board resolution dated 30.05.2018.

hereinafter referred to as the “**PROMOTER/DEVELOPER**” of the SECOND PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assignees);

**AND**

Mr./Ms. ...., (holding PAN .....), (Aadhar No. ....), Son/Daughter of ....., aged about ....., residing at ....., hereinafter called the “**PURCHASER**” of the THIRD PART.

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**RECITAL**

**A. BIMAL KUMAR AGARWAL, SANJAY KUMAR AGARWAL, DEEPAK KUMAR AGARWAL, KUSUM AGARWAL, AND JAGANNATH CEMENT WORKS PRIVATE LIMITED** are the absolute and lawful owner of the land measuring about an area a little more or less 4998.64 Square Meters equivalent to 123.49 Decimal more or less equivalent to 74 Kattahs 11 Chittaks 30 Square feet more or less lying and situated at Mouza- Gopalpur, J.L.No. 2, R.S. no. 182, R.S. Dag nos. 4285, 4286, 4287, 4288 and 4290 corresponding to L.R. Dag nos. 4285, 4286, 4287, 4288 and 4290, under L.R. Khatian no. 3311/8, 1956/2, 1416/6, 804/1, 6703, 6702, and 8760, Police Station- Narayanpur, under Bidhan Nagar Municipal Corporation Ward no- 4, ADSR Bidhannagar Salt lake City, within the limit of District- North 24 Parganas.

## TITLE

- a. By virtue of a Deed of Sale dated 5<sup>th</sup> June, 1982, registered at the office of ADSR-Cossipore, Dum Dum, and duly recorded in Book No. I, Volume No. 253, Pages No. 193 to 212, Being No. 5179 for the year 1982, one JNANENDRA MOHAN GUHA conveyed, transferred and sold, land admeasuring 41 Decimal i.e. 32 decimal more or less in R.S. Dag Nos. 4288, and 9 decimal more or less, in R.S. Dag No. 4285, in Mouza Gopalpur, to BIMAL KUMAR AGARWAL, SANJAY KUMAR AGARWAL AND DEEPAK KUMAR AGARWAL.
- b. By virtue of a Deed of Sale (Bengali Bikroy Kobala) dated 5<sup>th</sup> August, 1985, registered at the office of ADSR-Bidhannagar, and duly recorded in Book No. I, Volume No. 63, Pages No. 63 to 72, Being No. 5899 for the year 1985, one JNANENDRA MOHAN GUHA conveyed, transferred and sold, land admeasuring 26.44 decimal, more or less, in R.S. Dag No. 4287, Mouza Gopalpur, to KUSUM AGARWAL.
- c. By virtue of a Deed of Sale (Bengali Bikroy Kobala) dated 22<sup>nd</sup> May, 1986, registered at the office of ADSR-Bidhannagar, and duly recorded in Book No. I, Volume No. 73, Pages No. 365 to 380, Being No. 3843 for the year 1986, one SUBHASH BANERJEE and others sold, conveyed, transferred, land admeasuring 45 decimal in R.S. Dag No. 4290, Mouza Gopalpur, to SANJAY KUMAR AGARWAL AND SMT. KUSUM AGARWAL. The said Sanjay Kumar Agarwal and Kusum Agarwal thereafter sold, transferred and conveyed 24 decimal of land in R.S. Dag- 4290 in Mouza- Gopalpur in favour of M/s Lalwani Ferro Alloys Ltd. Presently SANJAY KUMAR AGARWAL AND SMT. KUSUM AGARWAL is enjoying right, title, interest and possession of 21 decimal of landed property in R.S. Dag- 4290 in Mouza- Gopalpur.
- d. By virtue of a Deed of Sale (Bengali BikroyKobala) dated 29<sup>th</sup> June, 2010, registered at the office of ADSR-Bidhannagar, and duly recorded in Book No. I, CD Volume No. 11, Pages No. 5896 to 5907, Being No. 6665 for the year 2010 one Smt. MADHURI KEDIA sold, conveyed, transferred, land admeasuring 8 decimal more or less, in R.S. Dag No. 4287, *Mouza* Gopalpur, to SANJAY KUMAR AGARWAL.
- e. By virtue of a Sale Deed dated 6<sup>th</sup> July, 2010 registered at the office of ADSR-Bidhannagar, and duly recorded in Book No. I, Volume No. 12, Pages No. 1736 to 1747, Being No. 6887 for

the year 2010 one JAGANNATH. DEY sold, conveyed, transferred, land admeasuring 1 decimal, more or less, in R.S. Dag No. 4286, Mouza Gopalpur, to SANJAY AGARWAL.

- f. By virtue of a Sale Deed dated 6<sup>th</sup> July, 2010 registered at the office of ADSR-Bidhannagar, and recorded in Book No. I, Volume No. 12, Pages No. 1820 to 1831, Being No. 6891 for the year 2010 one ARATI DEY sold, conveyed, transferred, land admeasuring 1.65 decimal more or less in R.S. Dag No. 4286, Mouza Gopalpur, to SANJAY AGARWAL.
- g. By virtue of a Sale Deed dated 30.09.2011 registered at the office of Additional Registrar of Assurances-II, Kolkata duly recorded in Book No. I, CD Volume No. 54, Page 3495 to 3517 Being No. 13926 for the year 2011, one SUSANTA KUMAR PAL, CHANDRA PAUL, BAPPA PAUL, MUNMUN KOLE, MALLIKA PAUL, ISHITA GHOSH, ABHISHEK PAUL, RANJIT KUMAR PAUL, LAKSHI NARAYAN PAUL, ANNAPURNA GHOSH, JAYATI SARKAR, DEBARSHI GHOSH sold, conveyed, transferred, land admeasuring 44.13 decimal, more or less, in R.S. Dag No. 4290 in Mouza Gopalpur, to JAGANNATH CEMENT WORKS PRIVATE LIMITED.

The Owner and the Promoter have entered into a 02 (two) nos of Development Agreement dated 10/07/2013 recorded in Book- I, Volume- 30 Pages from 7244 to 7278, being No. 10185 for the Year 2013 in the office of the ARA-II, Kolkata and 04/12/2013 recorded in Book- I, Volume- 48 Pages from 3689 to 3710, being No. 15925 for the Year 2013 in the office of the ARA-II, Kolkata and 02 (two) nos of Power of Attorney 10/07/2013 recorded in Book- IV, Volume - 8, Pages from 995 to 1011, being No. 05034 for the Year 2013 in the office of the ARA-III, Kolkata and 04/12/2013 recorded in Book- IV, Volume- 12, Pages from 7097 to 7114, being No. 08420 for the Year 2013 in the office of the ARA-III, Kolkata;

**AND WHEREAS** the said DEVELOPER has undertaken the construction of the building on the Said land particulars of which are described in **SCHEDULE 'B'** herein under written and has obtained a building plan duly sanctioned from Rajarhat Gopalpur Municipality has granted the commencement certificate to develop the project *vide* approval dated 20.07.2014 bearing Sanction Plan no. 515/14-15 and the DEVELOPER has completed the construction of the said building and the certificate of completion has been obtained from the Bidhan Nagar Municipal Corporation (B.M.C.) previously in Rajarhat Gopalpur Municipality.

**AND WHEREAS** the OWNERS/VENDORS, DEVELOPER developed and constructed self contained residential flats along with covered/open Car Parking area at ALL THAT PIECE

AND PARCEL of land measuring more or less 123.49 Decimal equivalent to 4998.64 Square Meter more or less with intention to sell and transfer the same to the intending purchaser/s.

**AND WHEREAS** in terms of the Development Agreement dated 10/07/2013 and 04/12/2013, the said Developer has constructed and completed the said building and the said Unit comprised therein and had already given possession of the Units/Flats of the Owner's allocation to the Owner and the Owner had accepted the same.

The Purchaser had applied for an apartment in the Project *vide application no.* ..... dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, type ....., on ..... Floor in [tower/block/building] no. .... (**"Building"**) along with open/covered parking no. .... admeasuring ..... square feet (*if applicable*) in the ..... (location of the open/covered parking), AND also executed the AGREEMENT FOR SALE on ..... which was duly registered on ..... in the office of the ..... and duly recorded in Book- I, Volume- ....., Pages- ..... to ....., Being no- ..... for the Year ..... as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the WBHIRA Act. (hereinafter referred to as the **"Apartment"** more particularly described in **Schedule 'B'** and the floor plan or the apartment is annexed hereto and marked as **Schedule 'C'**) for a total price of Rs. ..../- (Rupees .....) only and the **First party agreed to sell the said flat for the said consideration taken to be fair market price.**

In terms of the Sale Agreement the said Developer has constructed and completed the said building and the said Unit comprised therein and **the Purchaser have paid all amounts to the Promoter/Developer** under the said agreement.

In pursuance of the aforesaid agreement the Owner/Vendor are hereby completing the transfer of the said unit in favour of the Purchaser on execution of this "Deed of Conveyance".

The terms and expressions used herein unless contrary or repugnant to the context shall have the meaning assigned to them in the first schedule hereto.

**NOW THIS INDENTURE WITNESSES:**

1. In pursuance of the said Agreement and in consideration of the sum of Rs. ..../- (Rupees .....) only paid by the **Purchaser** to the **Promoter/s/Developer** at or before the execution hereof (**the receipt whereof the Promoter/s/Developer hereby admit and acknowledge and of and from the payment of**

**the same forever release, discharge and acquit the Purchaser, the undivided share and the said Unit)** the Vendor/s doth hereby sell, transfer, grant, convey, assign and assure to and unto the Purchaser **ALL THAT** the said Apartment more fully described in the **SCHEDULE 'B'** hereunder written **TOGETHER WITH** the impartible, undivided, proportionate share in the land comprised in the portion described in **SCHEDULE 'B'** hereto morefully hereunder written between the Vendor/s, Developer and the Purchaser together with the undivided proportionate share in the common portions of the said Building/s as specified in the **SCHEDULE 'D'** hereunder written and reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said apartment and all the legal incidents thereof and all the rights and properties hereby granted, transferred, conveyed, assigned and assured and/or intended so to be and every part or parts thereof is hereinafter referred to as the said apartment **TOGETHER WITH** its every rights, liberties and appurtenances whatsoever to and unto the Purchaser free from all encumbrances trusts, liens and attachments whatsoever **AND TOGETHER WITH** easements or quasi-easements and other stipulations and provisions mentioned in the **SCHEDULE 'F'** hereunder written But excluding out of transfer and reserving unto the Vendor/s, Developer rights, areas, easements or quasi easements right and privileges as are mentioned in the **SCHEDULE 'G'** hereunder written **TO HAVE AND TO HOLD** the said unit and all other properties and rights hereby granted, transferred, conveyed, assigned and assured and every parts or parts thereof respectively absolutely and for ever free from all encumbrances **SUBJECT TO** the terms and covenant contained in the **SCHEDULE 'H'** hereunder written and also subject to the Purchaser paying and discharging taxes and impositions on the said apartment wholly on and from the date of taking over the possession and the common expenses as are mentioned in the **SCHEDULE 'E'** hereunder written proportionately and all other outgoings in connection with the said apartment wholly and the Building proportionately after the taking over of the possession.

**II. THE VENDOR/OWNER AND PROMOTER/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER ARE AS FOLLOWS:-**

- a) That the right, title and interest which the Owner/Vendor doth hereby profess to transfer subsists and that the Owner/Vendor has the right, power and authority to grant, transfer, convey, assign and assure unto the Purchaser the said Unit and together with the above mentioned rights in the manner aforesaid.
- b) That it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy transfer, sale, lease etc in whatever manner he deem fit the

said unit and the said undivided share and every part thereof and to receive rents, issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor and free and cleared from and against all encumbrances, trust, liens and attachments whatsoever save only those as are herein expressly contained.

c) That the Vendor shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said unit together with the rights hereby granted, unto the Purchase and in the manner aforesaid.

d) That the said Unit and all other properties and rights hereby transferred are free from all encumbrances, attachments, liens, whatsoever made or suffered by the Vendor or its predecessors in the title or any person or persons lawfully and equitably claiming as aforesaid and the owner being First party has got the marketable title over the property.

e) That Vendor shall always at the requests and cost of the Purchaser produce and cause to be produced the documents, the title deeds and documents to prove the title of the Vendor at all occasions trials and examinations and shall give to the Purchaser true and attested copies thereof as and when required and shall always keep the same safe and uncanceled, unobliterated and undamaged.

**III. THE OWNER/VENDOR AND PROMOTER/DEVELOPER AND THE PURCHASER DO HEREBY JOINTLY AND/OR SEVERALLY DECLARE AND COVENANT AS FOLLOWS:-**

a) That the Vendors through Developer have completed construction of the said apartment wholly and the common portions proportionately and delivered possession to the Purchaser as the full and absolute owner thereof.

b) The Purchaser shall observe, fulfill and perform the covenants herein written including those for the common purpose and shall regularly pay and discharge all taxes and impositions for the said apartment wholly and common expenses proportionately and all other outgoings in connection with the said apartment wholly and the said building proportionately from the date of execution of this Conveyance or taking over of the possession whichever is later.

c) The Purchaser shall pay all corporation/ Municipal Taxes, maintenance charges and all other outgoings in respect of the said apartment from the date of possession of the said apartment being made over.



d) The Purchaser has examined the Title deeds mentioned in the Title herein above in respect of the said premises and has completely satisfied itself with regard to the title of the Vendor/s and the right of the Developer to construct the Building on the said premises.

e) The Vendors/Developer shall after completion of construction of the Building and completion of transfers of all the apartments to the Purchasers shall form the Society for the common purposes and management and maintenance of the building and shall handover the entire building to the said newly formed society/association of the Purchaser/s.

f) After the formation of the new society/association, the members of the society/association may handover to any agency/person/s for maintenance of the common purposes of the building, and the Developer shall not in any way be responsible for any liabilities/defects in respect of flats/building/s save and except major structural portion of the building for a period of 5 years only as per The West Bengal Housing Industry Regulation Act, 2017 and Rules frame there under.

g) The covenant stipulation and obligation required to be performed by the Purchaser upon taking over possession of the said Apartment shall be deemed to be covenants and obligations running with the land and the said Apartment and shall always be binding on the Purchaser and/or its successor/successors including the person/ persons in possession, use and enjoyment of such Building.

#### **SCHEDULE 'A'**

#### **(Definitions)**

In this agreement the terms used herein shall, unless it be contrary and/or repugnant to the context, have the following meaning:-

a) "**Purchaser**" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the Developer, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment or building, as the case may be, is given on rent;

b) "**Apartment**" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop,

showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of used ancillary to the purpose specified;

c) “**Architect**” means a person registered as an architect under the provisions of the Architect Act, 1972;

d) “**Building**” includes any structure or erection or part of a structure or erection which is intended to be used for residential, commercial or for (the purpose of any business, occupation, profession or trade, or for any other related purposes;

e) “**Car Parking Area**” means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level having sufficient drive way and manoeuvring space for loading and unloading as sanctioned by the Competent Authority and includes all types of car parking areas sanctioned by the Competent Authority;

f) “**Carpet Area**” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

*Explanation-* For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Purchaser, and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment , meant for the exclusive use of the Purchaser;

g) “**Commencement Notice**” means the commencement notice or the building permit or the construction permit , by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan;

h) “**Common Area**” mean-

(i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, entire land for that buildings;

(ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the buildings;

(iii) The common basements, terraces, parks, play areas, open parking area and common storage spaces;

(iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;

(v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

(vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) All community and commercial facilities as provided in the real estate project;

(viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

i) **“Company”** means a company incorporated and registered under the Companies Act, 2013 and includes,-

(i) A corporation established by or under any Central Act or State Act;

(ii) A development authority or any public authority established by the Government in this behalf under any law for the time being in force;

j) **“Competent Authority”** means the local authority or any authority created or established under any law for the time being in force which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property;

k) **“Completion Certificate”** means the completion certificate, or such other certificates, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanction plan, layout plan and specifications, as approved by the competent authority under the local laws;

l) **“Day”** means the working day, in the State notified by the State Government from time to time;

m) **“Development”** with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the land or the making of any material change in any immovable property or land and includes re-development;

n) **“Development Works”** means the external development works and internal development works on immovable property;

o) **“Engineer”** means a person who possesses a bachelor’s degree or equivalent or Diploma from an institution recognized by the All India Council of Technical Education or any University or any Institution recognized under a law or is registered as an Engineer under any law for the time being in force;

p) **“Local Authority”** means the Municipal Corporation or Municipality or Panchayat or Industrial Township Authority or any other Local Body constituted under any law for the

time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;

q) **“Occupancy Certificate”** means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;

r) **“Promoter/Developer”** means, -

(i) A person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or

(ii) A person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or

(iii) Any development authority or any other public body in respect of purchaser of-

(A) Buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or

(B) Plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or

(iv) An apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or building for its Members or in respect of the Purchasers of such apartments or buildings; or

(v) Any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or

(vi) Such other person who constructs any building or apartment for sale to the general public.

Explanation - For the purpose of this cause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sales apartments or plots are different persons, both of them shall b deemed to be the

promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;

s) "**Sanction Plan**" means the site plan, building plan, building permit, service plan, parking and circulation plan landscape plan, layout plan, zoning plan and such other plan and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the competent authority prior to start of a real estate project;

#### **SCHEDULE 'B'**

##### **[The Apartment and Open/Covered parking along with Boundaries]**

Apartment no. .... having carpet area of ..... square feet, type ....., on ..... Floor in [tower/block/building] no. ...., containing .... bed rooms, ... living cum dining, ... kitchen, ... bath room cum privy comprised in the Project BELLAGIO LVL NXT to be constructed on **ALL THAT** piece and parcel of land measuring about an area a little more or less ..... Square Meters equivalent to 123.49 Decimal lying and situated at Mouza- Gopalpur, J.L.no- 2, R.S no- 182, R.S. Dag no- 4285, 4286, 4287, 4288 and 4290 corresponding to L.R. Dag no- 4285, 4286, 4287, 4288 and 4290, under L.R. Khatian no- 3311/8, 1956/2, 1416/6, 804/1, 6703, 6702, and 8760, Police Station- Narayanpur, under Bidhannagar Municipal Corporation Ward no- 4, within the limit of District- 24 Parganas (North). which is as follows:-

| Mouza      | Dag No. | Area (in Decimal) |
|------------|---------|-------------------|
| Gopalpur   | 4285    | 9                 |
|            | 4286    | 3                 |
|            | 4287    | 26                |
|            | 4288    | 32                |
|            | 4290    | 53.49             |
| Total Land |         | 123.49            |

The right to park ..... (.....) in the Open/Covered car parking no. .... admeasuring ..... square feet in the ..... in the residential Project named "**BELLAGIO LVL NXT**".

**On the North :** 30M wide Rajarhat Road.

**On the East :** Land of R.S. Dag Nos.4287, 4290, 4359, 4360 in Mouza- Gopalpur.

**On the South :** 20M wide HIDCO Road.

**On the West :** Land of R.S. Dag Nos. 4384, 4289 & 4383 in Mouza- Gopalpur.

**Together with** the land share, being undivided, impartible, proportionate and variable share in the land underneath the said Building, comprising within the said Project as is attributable to the said Apartment.

**SCHEDULE 'C'**  
**(Floor Plan of the Apartment)**

**SCHEDULE 'D'**  
**(The Common Portions)**

- (i) The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, entire land for that buildings;
- (ii) The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the buildings;
- (iii) The common basements, terraces, parks, play areas, open parking area and common storage spaces;
- (iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning

and incinerating, system for water conservation and renewable energy;

(vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

(vii) All community and commercial facilities as provided in the real estate project;

(viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

#### **SCHEDULE 'E'**

##### **(Common Expenses)**

- 1) All costs of maintenance, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting, the common portions and the common areas in the proposed Buildings including their outer walls of the building and parking spaces and also for security of the said Building.
- 2) The salary of all persons employed for the common purposes including Darwans, Security personnel, sweepers, plumbers, electricians etc. if any.
- 3) Insurance premium for insuring the building, if any.
- 4) All charges and deposits for supplied of common utilities to the Purchaser/s and/or Co- owners in common.
- 5) Panchayat/Municipal Tax, Multi storied building tax, Water tax and other taxes levies in respect of the land and the proposed Buildings save those separately assessed on the Purchaser/s.
- 6) Costs of running, maintenance, repairs and replacements of pumps and other common installations including their license fees, taxes and other levies (if any).
- 7) Electricity charges for the electrical energy consumed for the operation of the common services.
- 8) All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

#### **SCHEDULE 'F'**

##### **(Easement)**

1. The Purchaser/s shall be entitled to all privileges and rights including right of vertical and lateral supports, easements, quasi- easements, appendages and appurtenances whatsoever belonging to or in any way appertaining thereto and hereinafter more fully specified except and reserving unto the Vendor and/or any other person deriving title under

them the rights, easements, quasi- easements, privileges and appurtenances hereinafter morefully set forth in the Schedule 'G' hereunder.

2. The Purchasers, Purchasers' servants, agents, employees and invitees shall have the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said unit with or without vehicles over and along the drive-way and pathways comprised within the said building **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the co-owners/Purchaser/s and/or purchaser's servants, agents and employees and invitees to obstruct in any way by vehicle, deposits of materials rubbish or otherwise the agree passage of other persons properly entitled to such rights of way as aforesaid along such drive ways and pathways or common path.

3. The purchaser shall have:

3.1 The right of protection of Purchasers' Unit by or from all parts of the said building as far as may be necessary, including right of support, both vertical as well as later.

3.2 The right of passage in common as aforesaid of electricity, telephone, water and soil from and to the said unit through pipes, drains, wires and conduits or being in under through or over the said Building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of the said unit for all lawful purposes whatsoever.

3.3 The right with or without workmen and necessary materials to enter from time to time upon the other part of the said building and for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing or cleaning any part or parts of the said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such events upon giving a fortnight's prior notice in writing of the Purchasers intention so to enter into the Vendor and/or other person or persons apartment lawfully entitled to the same.

#### **SCHEDULE 'G'**

The under mentioned rights, easements, quasi-easements privilege and appurtenances shall be accepted out of transfer and reserved unto the Vendor.

1. The right in common with the Vendor and/or such person or persons entitled to the other part or parts of the Building as aforesaid for the Vendor use of common portion including staircases, Lift, common water, electric, gas, pipe lines, drains, wires, sewers, conduits, entrance and other parts or passages and for other purposes connected therewith including ingress to and egress out the said other part or parts.



2. The right of passage in common with the Vendor and other person as aforesaid of gas, electricity, water telephone and soil from and to any part of the said Building through pipe, drains, wires, conduits, cable lines and posts lying or being in under through or over the said unit as far as may be reasonably necessary (but without any damage to the said building) for the beneficial use and occupation of the other portion or portions of the said Building for all purposes whatsoever.
3. The right with or without workmen and necessary materials to enter from time to time upon the said apartment but without causing any undue inconvenience to the occupier thereof for laying pipes, drains, wires and conduits as aforesaid and for the purpose of other repairs including inspection if necessary thereof **PROVIDED ALWAYS** that the Vendors and/or such other person or persons shall give to the Purchaser/s a prior written notice of their intention for such entry as aforesaid.
4. The right to protection of other portion or portions of the said building by all parts/ portions of the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.
5. The right as might otherwise become vested in the Purchasers by means of structural alterations to the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said Building.

#### **SCHEDULE 'H'**

#### **(Terms and conditions)**

1. Transfer & Dismemberment:
  - 1.1 The Purchaser shall not claim partition of the undivided share and/or the common portions and/or in any of the common areas, utilities and facilities in the said building in which the Purchaser have any right in common with others.
2. Mutation:
  - 2.1 The Purchaser/s shall after completion of the transfer of the apartment/s apply for and have the apartment separately assessed for the purpose of assessment of Panchayat/Municipal rates and taxes at his own cost within the stipulated time as provided by law.
3. Taxes & Impositions:
  - 3.1 Until such time as the apartment be not separately assessed and/or mutated in respect of any tax or imposition the Purchaser shall bear and pay a proportionate share of rates and taxes.

3.2 Upon the mutation of the Apartment 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 Apartment and proportionately in respect of the common portions.

3.3 The "Taxes & Impositions" referred to in various sub causes of clause 3 immediately preceding shall include the land Revenue, Panchayat/Municipal rates and taxes, Municipal Surcharge, Multi storied Building Tax, Urban Land tax, Betterment Fees, Water tax, etc. and/or taxes of similar nature and/or other new taxes as may be imposed by the Govt. from time to time. Any tax & imposition payable till the date of possession to be paid by the Developer.

4. Management and Maintenance of the common portions:

4.1 On the Vendor's/Developer fulfilling the Vendor's/Developer obligations and covenants, the Purchaser/s and upon its formation the association shall manage, maintain and control the common portions and pay all common expenses and do all acts deeds and things as be necessary or expedient relating to common purposes.

5. Sinking Fund.

The Purchaser/s will be required to pay all such sums as may be determined to a fund called the Sinking fund for and towards the management and maintenance, repairs, upkeep of the Building and all other force able contingencies involving common expenses in the interest of safe, elegant and lawful management of the Building.

5. Repairs and Maintenance Fund and Sinking Fund:

The above two funds shall be created through Deposits raised from the purchasers/ owners of units.

5.1.1 Deposits for Repairs and maintenance.

i) Deposit shall be made by the Purchasers/Owners of the apartments for and towards the repairs and maintenance of all common portions and common areas appertaining to the Buildings and the Premises.

ii) The amount of such deposit by individual Purchaser/ Owner of apartment shall be decided proportionate to the carpet areas of the Apartment/s.

iii) The fund created by the Deposit shall be invested for optimum return consistent with safety and security, and the return from such deposits shall be utilizing for the repairs, maintenance and up keeps of all the common portions and Areas pertaining to the Buildings and common portions and common areas pertaining to the apartment.

iv) Proper records and accounts of such funds shall be maintained including the deployment and usage of the returns from such fund.

v) Any surplus at the end of the year shall be retained in the fund. Any deficit or shortfall shall be contributed by the Purchasers/ Owners of the units proportionate to the super built-up areas of the respective apartments and as decided by the association. The decision of the association shall be final.

6. Title Deeds :

After formation of the association the Vendor/Developer shall hand over to the association the title deeds in respect of the premises as are in its possession and are in its safe custody or in the custody of any person or persons as the Vendor/Developer may in its absolute discretion think fit and proper. The association shall at the costs of the Purchasers arrange for inspection thereof and allow the Purchasers to take copies thereof and/or extracts there from as may be required by the Purchasers and shall also at like request and cost arrange for production of the same before such authorities as the Purchasers may reasonably require.

7. Additional, alteration & payment of betterment fees etc.

The Purchasers shall at Purchasers' cost wholly in case it relates to the apartment or any part thereof and/or common portions, make all alterations and/or additions as maybe required to be made by the Panchayat/Municipal Corporation or other statutory body if any fees levies in respect of that building.

8. User of the units and common portions:

8.1 The purchasers shall at the Purchasers' own costs and expenses do the following:

8.1.1 Keep the apartment and every part thereof and all fixtures and fittings therein for the apartment properly painted and in good repairs and in a neat clean condition and as a decent respectable place;

8.1.2 Use the apartment and all common portions carefully peacefully and quietly;

8.1.3 Use and affix grill as specified by the Vendor/Developer or any other uniform grills considered by the Association.

8.2 The Purchasers shall not do following:

8.2.1 Obstruct the Vendor/Developer or the Association in its acts relating to common purposes;

8.2.2 Violate any of the rules and/or regulations laid down for the common purposes and of the users of the common portions.

8.2.3 Injure, harm or damage the common portions or any other apartment in the said building by making any alterations of withdrawing any support or otherwise;

8.2.4 Alter any portion, elevation or colour scheme of the building.

8.2.5 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 therefore;

8.2.6 Place or cause to be placed any article or object in the common portions;

8.2.7 Use the apartment or any part thereof for any purpose other than for the purpose for which it is meant;

8.2.8 Carry on or cause to be carried on any obnoxious injurious, noisy, dangerous, hazardous, illegal or immoral activity in or through the apartment or the common portions;

8.2.9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other apartments in the said Building and/or the other adjoining building or Buildings:

8.2.10. Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purposes:

8.2.11. Put up or affix any sign board, nameplate or other things or other similar articles in the common portions or outside walls of the apartment save at the place or places provided therefore or approved in writing by the developer provided that nothing contained herein shall prevent the purchaser from displaying a decent name plate outside the main door of the Apartment;

8.2.12. Obstruct or object to the Vendor/Developer using or allow in others to use, or in transferring of meaning any construction for any other like Purchases or Purchasers' on any part of the premises and/or the building save and except the purchasers unit and the common portions of the said Building as specified in the Schedule 'D';

8.2.13. Obstruct the Vendor/Developer in transferring or granting rights to any person on any part of the premises and/or the building which had been already sanctioned by the competent authority excepting the purchasers' said Apartment as specified in the Schedule 'B';

8.2.14. Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment;

8.2.15. Keep any heavy articles or things which are likely to damage the floor of operate any machine save the usual home appliances;

8.2.16 Install or keep or run any generator so as to cause nuisance to the occupant of the other portions of the said building;

9. Payments and Deposits:

9.1. The purchasers shall regularly and punctually pay the proportionate share of the common expenses and on the dates and in the manner elsewhere contained in these presents.

10. The Association:

10.1. The association shall alone be entitled to control and manage the said Building.

10.2. Save any objection by the Vendor/Developer and the Association so incorporated no other person or persons, body or association shall have any rights whatsoever in the matter of control and/or management of the common portions of the said building or any matters relating to the said Building and/or Premises.

10.3. No other association, association body or group shall be formed incorporated nor the same can be or will be recognized by any person or persons authority in relation to the affairs of the common portions or relating to the Building or premises, The Purchaser have agreed not to be member of any such association or body or group and the common portions and other matters relating to the said building or premises shall only be controlled and managed by the majority of the flat/apartment owners and on incorporation by the association.

10.4. The purchaser have agreed not to be member of any association or body or person or persons formed or intended to be formed (other than the association incorporate by the majority of the co-owners).

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

***SIGNED, SEALED & DELIVERED***

In the presence of:

1.

**AMITABH ROY**

Director of **BELLAGIO PROJECTS PVT. LTD.**

**(Being the constituted Attorney of Bimal Kumar Agarwal, Sanjay Kumar Agarwal, Deepak Kumar Agarwal, Kusum Agarwal, Jagannath Cement Works Pvt. Ltd.)**

2.

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*OWNERS/VENDORS*

**M/S BELLAGIO PROJECTS PVT LTD**

Authorized Signatory

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***PROMOTER/DEVELOPER***

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*PURCHASER*

Drafted by me

Advocate

**MEMO OF CONSIDERATION**

**RECEIVED** of and from within named Purchaser the within mentioned sum of **Rs. ..../- (Rupees .....)** only being the full Total price as per Memo below.

*MEMO*

| Sl. no. | Particulars | Amount (Rs.) |
|---------|-------------|--------------|
| 1.      |             |              |
| 2.      |             |              |
| 3.      |             |              |
| 4.      |             |              |
| 5.      |             |              |
|         | Total :     |              |

TOTAL RUPEES ..... ONLY.

*WITNESSES :*

1.

2.

**M/S BELLAGIO PROJECTS PVT LTD**

Authorized Signatory

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***PROMOTER/DEVELOPER***